



DIVISION OF FINANCIAL ADMINISTRATION

ADDENDUM #1

**INVITATION FOR BID # 3121
INTEGRATED AUDIOVISUAL SYSTEMS**

Date: April 3, 2026

Bid Due Date: Monday, April 20, 2026, at 2:00 p.m.

To Prospective Proposers: This addendum is being issued to provide official answers to submitted questions and revisions.

Questions and Answers:

- Q1.** Confirm whether pricing must be based strictly on the specified manufacturers and models, with substitutions shown only as alternates.
- A1.** Please list all substitutions as alternates separately but follow the base 'above the line' where indicated on the bid sheet.
- Q2.** Confirm whether the AV contractor is responsible for all miscellaneous materials and labor required for a complete operating system, even if not individually listed.
- A2.** Yes, the AV contractor is responsible for all miscellaneous materials and labor required for a complete operating system. Refer to IFB 3121, Section 4.4 – Price: “The Contractor shall provide all labor, materials, equipment, transportation, license, permits, travel, all other ancillary (administrative, insurance, reporting, overhead, profit, employee training, parking, etc.) costs and equipment necessary for the performance of services under this contract. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Contractor as included herein.”
- Q3.** Confirm tax treatment and whether any exemptions apply.
- A3.** Purchases for this job are exempt from sales tax, as New York State is a tax-exempt government organization.

- Q4.** Confirm whether bidders may verify field conditions before bid and whether dimensions, pathways, ceilings, rack locations, and existing conditions shown are guaranteed.
- A4.** Site visits for bidders are not possible during the bid process. Space was verified prior by the AV designer. The awarded Contractor will have access to the site, as needed upon request and approval, to spot verify any critical areas in question.
- Q5.** Identify restricted work hours, occupied-space limitations, freight/elevator constraints, and material staging/storage allowances.
- A5.** Refer to IFB 3121 Attachment 5 – Building Rules and Regulations for reference. Material staging and storing is not acceptable. Any material/equipment left on site will be the responsibility of the awarded AV Contractor.
- Q6.** Clarify security screening, badge lead times, and whether delays in site access will justify schedule relief.
- A6.** Delays in site access will not justify schedule relief. Follow protocol for screening.
- Q7.** Define who provides conduits, sleeves, boxes, supports, backing, power, network cabling, switch ports, furniture cutouts, finishes, and firestopping.
- A7.** These are all included in Landlord Contractor scope. If any penetrations are made by the awarded AV Contractor, it will be their responsibility to firestop if needed.
- Q8.** Clarify responsibility for data cabling, AV plates marked TBD, and owner-furnished equipment needed for integration.
- A8.** Network data cabling will be installed by others. Data cabling connections for AV systems will be the responsibility of the awarded AV contractor. Power and infrastructure will be provided; however, the awarded AV Contractor is responsible for marking AV plates. AV owner-furnished equipment may be needed for integration. These items will be determined later.
- Q9.** Confirm that rooms, power, HVAC, rack areas, and rough-in will be complete before AV installation begins.
- A9.** Most rooms will be completed. However, IT rooms will not be 'room ready' until August 2026. The full construction schedule will be provided to the awarded Contractor. For now, please refer to the milestones provided. Note, AV installations are dependent on all security systems being operational and online.
- Q10.** Provide owner AV network standards, including VLANs, IP addressing, switch ports, QoS, security, and commissioning support.
- A10.** Any press room, control room, and interview room systems must be deconflicted from the office network. This information will be provided to the awarded Contractor.

- Q11.** Clarify required programming scope for control, DSP, touch panels, room scheduling, digital signage, lighting/shade interfaces, and any fire alarm mute logic.
- A11.** Any programming required to meet the system and business requirements that the AV vendor will be installing is considered in scope. Refer to IFB Attachment 2 – Scope of Work, Section 1.9.B. under Bid Submission.
- Q12.** Confirm who provides licenses, content software, third-party APIs, and final approval of user interfaces.
- A12.** The Owner holds enterprise licenses for Zoom Rooms. Anything proposed in addition will need to include cost for licenses, content software, 3rd party APIs. Owner will provide final approval of user interfaces.
- Q13.** Confirm phasing dates, room-ready milestones, testing windows, and whether procurement may proceed before all spaces are released.
- A13.** Please refer to milestones provided. Procurement may proceed before all spaces are released. Bidders must have past experience with similar sized projects. The testing plan will be included as part of the deliverables, which incorporates test scenarios, methodology, windows, etc.
- Q14.** Define the required deliverables for closeout, including as-builts, source code, DSP files, backups, training, and user acceptance testing.
- A14.** These are all required as stated in IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria. IFB Attachment 4 must be completed and submitted with your bid. Please also refer to Section 3.9 of IFB Attachment 2 - Scope of Work.
- Q15.** Clarify the exact standard for substantial completion, final acceptance, and payment release.
- A15.** Refer to IFB Section 4.5 - Method of Payment for invoicing and payment release information and IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria for deliverable milestones and acceptance criteria.
- Q16.** Confirm union, prevailing wage, and subcontracting requirements for cable, electrical, mounting, and commissioning work.
- A16.** Refer to IFB Attachments E and F for MWBE and SDVOB subcontracting requirements. Refer to A20 and IFB Section 2.5 – Prevailing Wage Rate Advisory Notice for more information pertaining to prevailing wage.
- Q17.** Clarify whether warranty pricing must include preventive maintenance visits, response times, loaner equipment, and post-cutover support.
- A17.** Warranty pricing is to include all.

- Q18.** Confirm bidder qualification requirements, including whether certifications and key personnel must be held directly by the prime contractor at bid time.
- A18.** The Prime Contractor must meet all minimum bidder qualifications in IFB 3121, Section 1.4. Required certifications must be held at the time of bid submission and proof must be submitted of such. Refer to IFB 3121, Section 3.2 – Bid Format and Content, for more information on requirements, certifications, and documentation to be submitted with the bid.
- Q19.** Please confirm that NYS OGS will be the billing entity for this project as shown on the sample invoice on page 103 of the RFP.
- A19.** Yes, NYS OGS will be the billing entity for this project.
- Q20.** Please confirm if prevailing wage rates is applicable for the AV services; including AV cable pull labor. The NYSDOL PRC#: 2026004803 does not specify outside of Construction (Building, Heavy & Highway, Sewer, Water, Tunnel).
- A20.** Bidder should contact DOL for applicability of titles.
- Q21.** If available, please provide a functional narrative for this project.
- A21.** Refer to IFB Attachment 2 – Scope of Work, which begins on page 105 of the IFB, for this project’s functional narrative.
- Q22.** Please confirm that all licensing and/or subscription costs will be held by NYS-OGS, i.e. Shure ANX4 licenses.
- A22.** Owner Bidders must include pricing for the initial licenses and subscriptions needed. The State will take over procuring the renewals, as needed. Refer to IFB Attachment 2 – Scope of Work, Section 1.12, for more details.
- Q23.** Excel Equipment List: The equipment list provided is locked for editing. One tab, (46FL) Media Wall, we cannot enter any numbers in column E. Provide an unlocked sheet or password so we may unlock. Potentially we need to make model number changes as well.
- A23.** Refer to R1. IFB Attachment 1 – Bid Proposal Form is hereby updated with an unlocked Column E on tab (46FL) Media Wall. Please list all substitutions in column provided on revised IFB Attachment 1 – Bid Proposal Form.
- Q24.** Paladin Technologies, an AV integrator, developed the equipment list, and we're assuming took part in the design process. Please confirm Paladin/Bosch will not be bidding the integration component of this project. If they are, please confirm no manufacturers/vendors are giving them special pricing for the same being that this is now a public bid.
- A24.** Paladin Technologies will not be eligible to bid under State Finance Law.

- Q25.** Manufacturers: Are there any custom quote numbers or discounts in place with manufacturers such as Neat, Crestron, Samsung, LG, QSC, Ross, etc?
- A25.** No.
- Q26.** Are the provided AV drawings considered conceptual/basis-of-design drawings, or are they intended to represent final installation requirements?
- A26.** The drawings represent final installation requirements.
- Q27.** Excel Equipment List: Decommissioning is mentioned multiple times. Please clarify why this is required and where. If required, provide a list of existing equipment in specific rooms. Also, if required, we would like to survey the site if decommissioning is involved.
- A27.** Decommissioning is not part of this scope. Please disregard.
- Q28.** Excel Equipment List: There are add/alts within the tabs. Are those to be included as they currently are or excluded? If excluded and you want to see the price only, [question] 1 would need to be addressed so we can modify.
- A28.** Add/alts should be included where noted.
- Q29.** Are any yearly Neat services required and to be included?
- A29.** No.
- Q30.** Please provide project schedule and any phasing required.
- A30.** Refer to the Schedule of Implementation on page 115 and IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria on pages 184-185. The awarded Contractor will be provided the construction schedule and will be required to complete IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria.
- Q31.** Who is responsible for removing/disposing of trash associated with new equipment being delivered to the site.
- A31.** The awarded AV contractor is expected to remove and dispose of all debris and packaging material associated with any equipment that they are supplying/procuring.
- Q32.** Do deliveries need to be done by teamsters?
- A32.** No.
- Q33.** Please provide a planholders/bidders list.
- A33.** A list of bidders is not available until bids are received. The Certificate of Bid Opening will be posted to the OGS Bid Opportunities website at <https://ogs.ny.gov/procurement/bid-opening-results>. The Certificate of Bid Opening will have the bidders listed.
- Q34.** Will other contractors such as a GC be involved or is this a 100% retrofit job?

- A34.** The space is being built out by a GC, and they will be involved for coordinating all on site activities.
- Q35.** Are weekly offsite or onsite meetings required for the duration of the project?
- A35.** Yes. Both offsite and onsite meetings will be required.
- Q36.** Will we receive all RFI's submitted?
- A36.** All questions submitted by potential bidders are included in this Q&A addendum.
- Q37.** Could you please provide us with the single line diagram drawings.
- A37.** Refer to IFB Attachment 3 – AV Drawings.
- Q38.** Please advise if there are any existing equipment, if yes, please advise models and quantities?
- A38.** No existing equipment will be re-used for the press room, control room, and interview room by media services. There are five NeatBoards that can be re-used. Awarded AV Contractor to integrate.
- Q39.** Please advise if we can come for onsite inspection.
- A39.** IFB 3121 does not have a site visit for onsite inspections. IFB 3121 Attachment 3 has detailed AV drawings for bidder review.

Revisions

R1. IFB Attachment 1 – Bid Proposal Form Revised

Unit Pricing column unlocked on tab (46F) Media Wall and substitutions columns added.

R2. IFB Attachment 5 – Building Rules and Regulations

Added.

R3. IFB Section 3.2.E Bid Format and Content, Operational Plan has been amended to add IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria as a required form.

Operational Plan: Bidders shall describe their capabilities to provide the services required in this IFB by providing the following:

- **A completed IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria Form.**

R4. IFB Attachment 2 – Scope of Work, Section 1.9.D has been amended to read as follows:

D. AV Project Deliverables and Acceptance Criteria

All Bidders ~~The awarded Contractor~~ must complete IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria form with proposed due dates. The project deliverables are required, and acceptance criteria must be met in order to achieve user acceptance.

IFB 3121 - Integrated Audiovisual Systems, Addendum 1

All other terms and conditions remain unchanged.

If submitting a proposal, this Addendum #1 for IFB #3121 must contain an original signature, be dated, attached to, and made a part of your proposal.

Company Name _____

Address (include City, State, Zip) _____

Bidders Name (please print) _____

Title _____

Signature _____

Date _____



Office of General Services

Invitation for Bid # 3121

Solicited by

New York State Office of General Services

for

Integrated Audiovisual Systems

Issue Date: March 20, 2026

Primary Contact:

Heather Williams
Contract Management Specialist 1
Phone: 518-474-9603
Email: Heather.Williams@ogs.ny.gov

Alternate Contact:

Andrea Garavelli
Contract Management Specialist 3
Phone: 518-474-9139
Email: Andrea.Garavelli@ogs.ny.gov

Alternate Contact:

Erin Datri
Director of Agency Procurement Office and BRIM
Phone: 518-474-5981
Email: Erin.Datri@ogs.ny.gov

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IFB Appendix A.....Standard Clauses for New York State Contracts

IFB Appendix B.....Required Forms

IFB Appendix C.....Sample Contract

IFB Appendix D.....Insurance Requirements

IFB Appendix E.....MWBE and EEO Requirements

IFB Appendix F.....SDVOB Requirements

IFB Appendix G.....Invoice Checklist

IFB Attachment 1....Bid Proposal Form

IFB Attachment 2....Scope of Work

IFB Attachment 3....AV Drawings

IFB Attachment 4....AV Project Deliverables and Acceptance Criteria Form

1. Introduction

1.1 Overview

The New York State Office of General Services seeks one Contractor to provide audiovisual systems, engineering, and installation within all phases and spaces of the project, as defined by the related documents, on-premises at 919 3rd Avenue, Floors 45-47, New York, NY 10022. Systems shall include all devices, equipment, installation, programming, and commissioning in accordance with requirements of the resultant contract documents and drawings.

It is the intent of the Drawings and Specifications for the Contractor to design, provide, and install a complete, fully operational, and tested system. All work shall be performed on-site.

1.2 Designated Contact

In compliance with the Procurement Lobbying Law, Heather Williams, Contract Management Specialist 1, NYS Office of General Services, Division of Financial Administration has been designated as the Primary Contact for this procurement and may be reached by email or phone for all inquiries regarding this Solicitation.

Heather Williams, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-474-9603
Email: Heather.Williams@ogs.ny.gov

In the event the designated contact is not available, the alternate designated contacts are:

Andrea Garavelli, Contract Management Specialist 3
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-474-9139
Email: Andrea.Garavelli@ogs.ny.gov

Erin Datri, Director of Agency Procurement Office and BRIM
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Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-474-5981
Email: Erin.Datri@ogs.ny.gov

For inquires related specifically to Minority and Women-Owned Business Enterprises (MWBE) and to Service-Disabled Veteran Owned Businesses (SDVOB) provisions of this procurement Solicitation, the designated contact is:

Theresa Chiweteoke, Compliance Specialist 2
 NYS Office of General Services
 Office of Business Diversity / MWBE / SDVOB
 29th Floor, Corning Tower Bldg., Empire State Plaza
 Albany, New York 12242
 Phone: 518-408-0432
 Email: OGS.sm.MWBE@ogs.ny.gov

For inquiries related specifically to insurance requirements of this procurement Solicitation, contact:

NYS Office of General Services
 Bureau of Risk and Insurance Management
 32nd Floor, Corning Tower Bldg., Empire State Plaza
 Albany, New York 12242
 Phone: 518-473-0310
 Email: ogs.sm.insrev@ogs.ny.gov

1.3 Key Events

The Table below outlines the schedule for important action dates.

| | |
|---|-------------------------------|
| OGS Issues Invitation for Bid (IFB)# 3121 | March 20, 2026 |
| Deadline for Submission of Bidder Questions | March 27, 2026, End of Day |
| OGS Issues Responses to Written Questions (estimated) | April 3, 2026 |
| Bid Due Date | April 20, 2026, at 2:00pm EST |
| Contract Start Date | Upon OSC Approval |

1.4 Minimum Bidder Qualifications

Bidders are advised that the State’s intent is to ensure that only responsive, responsible, qualified, and reliable Contractors enter into a contract to perform the work as defined in this document.

The State considers the following qualifications to be a pre-requisite in order to be considered a qualified Bidder for purposes of this Solicitation. Bidders not meeting the qualifications below will be disqualified. Bidders may not use a Subcontractor’s or any other entity’s qualifications to meet requirements.

The following minimum requirements **must** be met by each Bidder:

- A. The Bidder shall have at least five years of experience in the successful fabrication, assembly and installation of systems of similar complexity as specified herein. This requirement shall apply equally to suppliers and manufacturers of the audiovisual subsystems and major components to be used on this project.
- B. The Bidder’s local office must be located within 100 miles of the job site, and the Bidder must have the ability to respond on-site within two hours.

- C. The Bidder must be currently authorized by the manufacturer of the major components of the system to sell their products and initiate warranty service on the same items.

The State of New York retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under this contract, as it deems necessary to ensure safe and satisfactory work.

1.5 Glossary of Terms

“Bidder” or **“Offeror”** shall mean any person, partnership, firm, corporation, or other authorized entity submitting a bid to the State pursuant to this Solicitation.

“Commissioner” shall mean the Commissioner of the New York State Office of General Services or duly authorized representative.

“Contractor” shall mean a successful bidder awarded a contract pursuant to this Solicitation.

“Invitation for Bid”, **“IFB”**, or **“Solicitation”** shall mean this document.

“Issuing Office” shall mean the New York State Office of General Services, Division of Financial Administration.

“OGS” shall mean the New York State Office of General Services.

“OSC” shall mean the Office of the New York State Comptroller.

The **“State”** shall mean The People of the State of New York, which shall also mean the New York State Office of General Services.

“Subcontractor” shall mean an approved third-party Contractor hired by the Contractor to perform services pursuant to this Solicitation.

2. Scope of Work

2.1 Scope Requirements

Refer to IFB Attachment 2 – Scope of Work for specifications and scope requirements.

2.2 Staffing Requirements

Contractor shall perform all services diligently and effectively under the oversight and direction of OGS Facility Manager or designee.

- A. All Contractor's staff shall conduct themselves in a professional manner with OGS staff and with the General Public.
- B. All Contractor's staff shall comply with all rules and requirements of this contract, including the drug and alcohol policies (Refer to Section 5.6 – General Requirements).

2.3 Project Change Notice Process

OGS shall provide the Contractor with a project change request form to be completed and approved by OGS prior to any project change. Whether the change impacts the Contractor or OGS, it must be pre-approved and agreed upon by both parties. The OGS Facility Manager or designee will manage the change process.

A copy of the project change request form must accompany the invoice.

2.4 OSHA (Occupational Safety & Health Administration) Training Requirements

The contractor is responsible for compliance with all applicable OSHA guidelines and regulations while performing work under this contract.

2.5 Prevailing Wage Rate Advisory Notice

This contract is subject to the prevailing wage requirements for public works. The NYS Department of Labor (DOL) has determined that the prevailing wage title applicable to this contract is for Construction (Building, Heavy & Highway, Sewer, Water, Tunnel). DOL Article 8 - Prevailing Rate Case Number PRC# 2026004803 has been assigned to the project.

For additional information and requirements regarding Article 8 Prevailing Wage Rates, please see:

<https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>

Public Work Contractor and Subcontractor Registry

Starting December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. As this procurement contains work that is covered by Article 8, all vendors must register with NYSDOL at <https://dol.ny.gov/how-register-contractor-and-subcontractor-registry>. All vendors are responsible for verifying that any subcontractors they propose utilizing are registered.

2.6 Contractors Compensatory Liability

In the event that the Contractor fails to complete any of the specified services within the timeframe required, OGS reserves the right to have such work completed either by another Contractor or with in-house staff. In any such event, the Contractor shall be liable to reimburse OGS for all costs incurred to complete the work. OGS further reserves the right to collect such reimbursement from any outstanding payments due to the Contractor.

2.7 Security Regulations and Background Checks

A. Summary

1. The Work of this Contract is being performed at a secure Facility.
2. Any reference to the Contractor, subcontractors, suppliers and equipment manufacturers shall mean those entities and any/all of their employees.
3. Any reference to the Site or Facility shall mean any building, inside or outside, which is occupied or used by members of the New York State Executive Chamber.
4. Contractor and any subcontractors, suppliers and equipment manufacturers must comply with and adhere to the Facility's rules and regulations. A copy of the Facility's security regulations will be distributed at the initial job meeting.

B. Security Coverage

1. The New York State Executive Chamber may elect to provide a Uniform Security Detail at any given time.

C. Security Regulations

1. The Work of this contract is being performed at a secure Facility. Employees will need to provide a copy of their State Driver License or other official government issued identification. A New York State Police Security Background Short Form document will need to be completed and submitted. Additionally, the New York State Police will conduct a Criminal History as well as License check.
 - a. Contractors shall submit names of employees and Subcontractor employees intended to work on the site a minimum of forty-eight (48) hours in advance. Contractor and Subcontractor employees submitted without forty-eight (48) hours advance notification may be denied access to the Work site.
 - b. The Division of State Police reserves the right to deny individuals access to facilities without explanation based on the result of background inquiries.
 - c. Contractors' and Subcontractor's employees will be required to provide The Division of State Police with accurate and complete name, date of birth, social security number, current address, place of birth and photo identification.
2. Work Hours: The Contractor will have a full eight hours of access to the Work site each day. Any deviation will require the approval of the Director's Representative.

- a. The actual time when Contractor's employees, including truck drivers, may enter and leave the Facility will be established by the Facility. Employees who are more than 15 minutes late for their scheduled entrance time will possibly be denied entry.
3. Identification Badges: Photo identification badges will be furnished and maintained by the Facility for all employees, including subcontractors' employees.
 - a. One badge will be issued to each employee and must be worn at all times while on Facility property and returned daily upon exiting.
 - b. No one will be permitted access to the site without an identification badge.
 - c. Each employee will be required to sign in daily and should anticipate one hour total of processing time for their first day on site.
 - d. It may take up to 2 weeks to obtain the identification cards after they have been requested.
 - e. All identification cards must be returned to the Facility after project completion.
4. Alcoholic beverages, marijuana or illegal drugs of any kind will not be allowed on Facility premises. Persons under the influence of illegal drugs, marijuana or alcohol will not be allowed into the facility and may be permanently removed from the contraction project.
5. Firearms, ammunition, or other weapons (including mace or pepper spray) will not be allowed on Facility premises at any time.
6. In the event of an emergency of any kind which may interfere with the welfare or operations and security of the Facility or its personnel, the Facility reserves the right to stop Work for a period of time. Posted emergency evacuation procedures shall be followed.
7. Electronic Devices:
 - a. Radios: Use on Facility property will require prior approval of the New York Executive Chamber. If approved, radios must not interfere in any way with any of the Division's radio systems.
 - b. Cameras or Any Device Containing a Camera: Will only be allowed when necessary for the performance of the work and only upon approval of the Executive Chamber for a specific purpose. All cameras must be removed daily from the Facility.
8. Control of Vehicles and Heavy Equipment:
 - a. All vehicles left unattended on Facility grounds must be securely locked. Vehicle locks shall be kept in operating order at all times. No vehicle will be allowed access without property authorization.

- b. All Contractor and Contractors' employees' personal vehicles must park on site at designated location(s) to be determined by the Director's Representative and Facility.
 - c. All vehicles entering, exiting or on facility grounds are subject to random search.
- 9. Promptly relock doors and security screens located in access routes, storage areas and work areas after use.
- 10. Restore, by the end of each workday, existing in place safety/security items such as doors, screens, alarm systems components, that required removal, replacement or adjustment to perform the Work, unless otherwise authorized in writing by the Director's Representative.
- D. Security Requirements for Scaffolding, Hoists, Ladders, Equipment, Materials, and Debris
 - 1. All ladders and scaffolding shall be secured by chain and locked to a stationary object when not in use or in a secure area. A ladder inventory, by size, shall be maintained by the Contractor. A copy of the ladder inventory shall be sent to the Deputy Superintendent for Security and the Director's Representative.
 - 2. Storage of building materials and equipment on Facility premises will be permitted in areas designated by the Facility.
 - 3. Clean the Work area daily of debris and materials that would jeopardize the safety and security of the Facility as determined by the Facility.
 - 4. Work actions that would constitute a breach of the Facility's security must be addressed to the satisfaction of the Deputy Superintendent for Security prior to the end of the workday.

2.8 Warranties

- A. Systems Contractor shall provide a one (1) year warranty for the work. The warranty shall cover all work, Systems, and subsystems against defects in materials and workmanship. The work as specified herein, including all materials and labor, but excepting any existing devices and equipment which are incorporated in the completed work, shall be warranted to be free from defects in design, workmanship, and materials. Further, the Contractor shall warrant that the completed Systems, including all components (except those, which are existing or provided by others), are of sufficient size and capacity to fulfill the requirements of the Specifications.
- B. The warranty shall be valid for a period of one (1) year following the date of System acceptance by the Owner. System acceptance shall commence when all parts, components, sub-Systems, and Systems have been tested, shown to be working in accordance with the Specification, and approved by the Owner.
- C. Warranty Service: In the event that defects in the materials and/or workmanship are identified during the warranty period, the Contractor shall provide all labor and materials as may be required for prompt correction of the defect.

- D. Provide written notice to the Owner documenting any work performed during the warranty period, including any preventative maintenance work performed.
- E. Provide advanced replacement loaner equipment that is fully compatible with the Audiovisual Systems for any equipment not field repairable.
- F. Loaner equipment for components that must be shipped to/from the manufacturer or distributor shall be on site and operational within 24 hours of the component failure. Furnish lists of equipment that will require shipment from the manufacturer or distributor and lead times associated with that equipment.
- G. Contractor shall warrant equipment to be free of defective components, faulty workmanship or improper adjustment for a period of one year from the date of Final Acceptance.
- H. To maintain certain manufacturers' warranties, said equipment must be installed, aligned and serviced by those installers authorized by said manufacturer to perform those duties. If the Contractor is not authorized by said manufacturer, it is his sole responsibility to make the appropriate arrangements and bear all cost and consequences thereof.
- I. The Bidder shall include a statement of warranty on the entire system and on the individual pieces of equipment. The warranty on the entire system and individual pieces of equipment shall be for one year from final approval of the final phase, regardless of install date. This warranty shall obligate the Contractor to provide all equipment, material, and labor at no charge to the Owner, during the warranty period, in the event of a system or equipment malfunction.
- J. In cases where the manufacturer's warranty period is greater than the entire system warranty, the Contractor must be prepared to honor that warranty for the full extent of the manufacturer's warranty period. This shall exclude any labor costs incurred by the Contractor removing and re-installing the defective items for the full duration of the manufacturer's warranty period.
- K. In cases where the manufacturer's warranty period is less than the entire system warranty, the Contractor is liable for defects in the item up to, but not exceeding, the twelve-month warranty period on any Contractor provided items.
- L. The system warranty shall include a minimum of two (2) preventative maintenance visits per calendar year, to perform operation checks of the equipment, review generated log files, to clean video displays and other critical components as recommended by the respective manufacturers.
- M. All manufacturers' equipment warranties shall be activated in the Owner's name and shall commence on the date of system acceptance. In the case of Contractor-modified equipment, the manufacturer's warranty is normally voided. In such cases, the Contractor shall provide the Owner with a warranty equivalent to that of the original manufacturer.
- N. The Audiovisual Contractor shall respond via telephone within one hour to any request for service. This first contact should outline the nature of the problem or

functional anomaly. The Contractor shall make available an individual knowledgeable with the installed system, and who can address specific system issues described by the system operators.

- O. The system warranty shall be an “on-site” warranty, with a twenty-four (24) hour response time. Telephone support shall be available between normal business hours, Monday through Friday.

2.9 Confidentiality

Contractor agrees to keep confidential and not to disclose to third parties any information provided by the OGS or learned by the Contractor during the performance of the Contract unless Contractor has received the prior written consent of the OGS to make such disclosure. This provision shall survive the expiration and termination of this Contract. The Contractor warrants that all of its operations are compliant with all federal, state and local laws, rules and regulations pertain to the privacy and/or security of personal and confidential information.

The Contractor and all personnel, subcontractors, and any other persons working on this project must sign a nondisclosure agreement.

2.10 Data Requirements

A. Data Categorization

Data categorization elements include confidentiality, integrity, and availability in accordance with NYS Information classification standard, Appendix A. At a minimum, the data risk level classification category is moderate and protected at the level of the applicable statutory requirement.

B. Data Ownership

The Owner shall own all right, title and interest in Data.

C. Data Location

All Data shall remain in CONUS.

D. Encryption

Data will need to be encrypted at all times (in-transit and at rest) and must meet or exceed the NYS Encryption Standard, NYS-S14-007, or successor.

E. Security

Security must meet or exceed the NYS Information Security Standard, nys-p03-002-information-security-policy.pdf, or successor.

F. Consensus Assessment Initiative Questionnaire (CAIQ) Requirement/Contractor Security:

1. A CAIQ may be required to be submitted by the Contractor.
2. NYS is retaining the right to request the CAIQ be completed annually.
3. A written description of Contractor’s physical/virtual security and/or internal control processes are required.

4. Security Logs and Reports will need to be provided in a format communicated by NYS.
5. At the sole discretion of NYS, NYS may accept other audited reports in lieu of the CAIQ, provided the report meets all other requirements in this section.

G. Transfer of Data

1. General
 - i. Except as required for reliability, performance, security, or availability of the services, the Contractor will not transfer Data unless at least 60 days' prior notice is provided to the State. All Data shall remain in CONUS.
2. Transfer of Data at End of Contract
 - i. At the end of the Contract, the Contractor will, upon request, transfer Data to the State or a third party designated by the State within 60 days of termination.
3. Transfer of Data; Charges
 - i. Contractor cannot charge for the return of Data.
4. Transfer of Data; Contract Breach or Termination
 - i. Notwithstanding Transfer of Data; in the case of Contract breach or termination for cause of the Contract, all expenses for the reasonable return of Data shall be the responsibility of the Contractor.
5. Transfer Format
 - i. Contractor will provide Data to the State in a Format determined by the State or raw Data dumps.
 - ii. Contractor cannot charge for the transfer of Data unless the charges are provided for in response to this RFQ.

H. Data Breach – Required Contractor Actions

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with NYS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of NYS under this Contract.

Unless otherwise provided by law, in the event of a Data Breach, the Contractor shall:

1. Contractor shall supply NYS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as NYS' notification policy.

2. Notify the NYS Chief Cyber Officer and any potentially affected Authorized User(s), or their designated contact person(s), by telephone as soon as possible, but in no event more than 4 hours from the time the Contractor confirms the Data Breach.
3. Consult with and receive authorization from the Authorized User as to the content of any notice to affected parties prior to notifying any affected parties to whom notice of the Data Breach is required, either by statute or by the Authorized User.
4. Coordinate all communication regarding the Data Breach with the NYS Chief Cyber Officer and Authorized User (including possible communications with third parties).
5. Cooperate with the Authorized User, NYS Chief Cyber Officer and any Contractor working on behalf of the Authorized User or NYS Chief Cyber Officer in attempting (a) to determine the scope and cause of the breach; and (b) to prevent the future recurrence of such security breaches; and
6. Take such corrective actions that the Contractor deems necessary to contain the Data Breach. Contractor shall provide Written notice to the Authorized User as to all such corrective actions taken by the Contractor to remedy the Data Breach. Unless otherwise agreed to in the Authorized User Agreement, if Contractor is unable to complete the corrective action within the required timeframe, the remedies provided in Appendix B, Section 52, Remedies for Breach shall apply and (i) the Authorized User may contract with a third party to provide the required services until corrective actions and services resume in a manner acceptable to the Authorized User, or until the Authorized User has completed a new procurement for a replacement service system; (ii) and the Contractor will be responsible for the reasonable cost of these services during this period.
7. Nothing herein shall in any way (a) impair the Authorized User or OAG to bring an action against Contractor to enforce the provisions of the New York State Information Security Breach Notification Act (ISBNA) or (b) limit Contractor's liability for any violations of the ISBNA or any other applicable statutes, rules or regulations.

I. Owner Access to Data

The Owner shall have access to its Data at all times, through the term of the Authorized User Agreement, plus up to 120 calendar days post expiration, termination or suspension of services.

The Owner shall have the ability to import or export Data in piecemeal or in its entirety at the Authorized User's discretion at no charge to the Authorized User. This includes the ability for the Authorized User to import or export Data to/from other Contractors.

J. Contractor Access to Data

The Contractor shall not copy or transfer Data unless authorized in writing by the Authorized User. In such an event, the Data shall be copied and/or transferred in accordance with the provisions of this Section. Contractor shall not access any Data for any purpose other than fulfilling the service. Contractor is prohibited from Data Mining, cross tabulating, monitoring Authorized User's Data usage and/or access, or performing any other Data analytics other than those required within the Authorized User Agreement. At no time shall any Data or processes (e.g., workflow, applications, etc.), which either are owned or used by the Authorized User be copied, disclosed, or retained by the Contractor or any party related to the Contractor. Contractors are allowed to

perform industry standard back-ups of Data. Documentation of back-up must be provided to the Authorized User upon request. Contractor must comply with any and all security requirements within the Authorized User Agreement.

3. Bid Submission

3.1 IFB Questions and Clarifications

There will be an opportunity for submission of questions and/or requests for clarification. Questions and/or clarifications must be submitted via email to the Designated Contact:

Heather Williams, Contract Management Specialist 1
NYS Office of General Services
Financial Administration / Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Phone: 518-474-9603
Email: Heather.Williams@ogs.ny.gov

All questions must cite the particular page, section, and paragraph number, where applicable. Please submit questions as early as possible following receipt of the IFB. The final deadline for submission of any questions/clarifications regarding this IFB is listed in Section 1.3 – Key Events. Questions received after the deadline may not be answered. OGS will post an addendum at <https://ogs.ny.gov/procurement/bid-opportunities> with all questions and responses on or about the date listed in Section 1.3 – Key Events. Any additional addenda will be posted to the same location.

3.2 Bid Format and Content

In order for the State to evaluate bids fairly and completely, Bidders are strongly encouraged to follow the format set forth herein and should provide all of the information requested. All items requested in this Submission section should be provided and addressed as clearly as possible. Failure to conform to the stated requirements may necessitate rejection of the bid.

Bidders may be requested to provide clarification based on the State's evaluation procedure. Any clarification will be considered a formal part of the Bidder's original bid. If further clarification is needed during the evaluation period, OGS will contact the Bidder.

Note: OGS reserves the right to request any additional information deemed necessary to ensure that the Bidder is able to fulfill the requirements of the contract.

- A. Cover Letter: The cover letter should confirm that the Bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, that should the contract be awarded to your company, you would be prepared to begin services on the date indicated in Section 1.3 – Key Events. The cover letter should also include the full contact information of the bidder's representative that OGS shall contact regarding the bid. A Bidder representative authorized to make contractual obligations must sign the cover letter.
- B. Proof of Minimum Qualifications: Bidders must include specific details to prove their ability to meet the minimum qualifications as set forth in Section 1.4. Failure to provide clear information to allow OGS to verify the minimum qualifications have been met may result in rejection of your bid.
- C. Experience:
 - Submit Corporate Profile including location of Corporate Headquarters, number of offices and locations, and location of office assigned to this project.
 - Submit Corporate History including:
 - Years in business

- Any former names your organization operated under
- Dates of incorporation
- State of incorporation
- Officers' names, titles and business addresses
- Bidder must supply references to include the names, locations, and points of contact for at least three successful installations of the type and complexity specified herein and certify that each system has performed satisfactorily in the manner intended for a period of not less than 24 months. The Bidder is responsible for reference availability and the inability to contact a reference may result in rejection.
- Bidder to provide previous project references, that have been completed within the last twelve months, including:
 - End User contact name, with current telephone number and email address
 - Functional description of the project
 - Project scope and approximate dollar amount
 - Completion date
 - All projects identified must be verifiable.

D. Staffing Plan:

- Number and Type of Full-Time Staff including:
 - Total number of employees
 - Number of design staff
 - Number of installation staff
 - Number of project management staff
 - Number of software programming staff
- Identify key personnel that will be assigned to this project including:
 - Project Executive
 - Project Manager
 - Systems Designer
 - Crew Chief/Superintendent/Lead Technician
 - Lead Installer
 - Systems Programmer
 - Commissioning Agent
 - Trainer(s)
- For each individual listed as key personnel for this project, provide a resume and/or written narrative that includes:
 - Office Location
 - Percentage of individual's time that will be allocated to this project
 - Work History
 - Previous project experience
 - Length of employment
 - Certifications held including CTS, CTS-D, CTS-I, RCDD, PMP, CCNA, Certified Control System Programmer, Certified DSP Programmer, video projection manufacturer specific certification, other. Lead Installer must hold a current CTS-1 certification from AVIXA International and/or a current EST-L2 certification from NSCA. Certification expiration dates must be included.
- Submit proof that at least one supervisory employee of the key personnel possesses a certificate, from either ICIA or another recognized organization or institution, providing formal training in audiovisual engineering or installation.

- Submit proof that at least one supervisory employee of the key personnel possesses a Bachelor or Master's degree in Electrical Engineering. Trade school degrees are not acceptable.
- Identify a manufacturer certified Software Programmer that shall be required to author the programming components of this project, including the name of the manufacturer certified person or entity that will provide programming for the remote control system. Submit a resume that lists years of experience, statement of manufacturer authorization, certification type, date of certification and the certificate number.
- The project will utilize digital media systems from one of several approved manufacturers. The Contractor shall provide documentation listing project team member(s), named in Section above, who will work on the project and who are manufacturer certified for all systems included in these Specifications with active certification. The documentation shall include a listing of years of experience and include a statement of manufacturer authorization, certification type, date of certification and the certificate number.
- The project will utilize digital signage and video distribution system products from one of several approved manufacturers. The Contractor shall provide documentation listing project team member(s), named in Section above, who will work on the project and who are manufacturer certified for all systems included in these specifications with active certification. The documentation shall include a listing of years of experience and include a statement of manufacturer authorization, certification type, date of certification and the certificate number.
- Provide proof that all programmers of DSP-based audio systems are factory certified to program the DSP and have passed the manufacturer's training course. Note that it is insufficient for the audiovisual Contractor to be certified company-wide; the individual programmers must be certified.
- Provide names, addresses, and contact information for any Subcontractors that may be utilized.

E. Operational Plan: Bidders shall describe their capabilities to provide the services required in this IFB by providing the following:

- It is our intention that no Bidder shall be awarded contracts totaling more than 15% of the value of that Bidder's annual gross receipts from the sale of integrated audiovisual systems. The Bidders shall submit proof of their gross receipts from integrated audiovisual systems for the past three (3) years. The bidders should exclude the value of service contracts, rental services and sales of un-integrated equipment. In arriving at this figure, we shall consider the average receipts for all wholly owned offices for any two (2) of the previous three (3) years.
- Provide proof that your firm is currently authorized by the manufacturer of the major components of the system to sell their products and initiate warranty service on the same items. Major components of the system shall include, but not be limited to, video projectors, video processing equipment, audio processing equipment, power amplifiers, speakers, etc. Proof of franchise shall be in the form of a letter from the appropriate manufacturer addressed to the Bidder stating that the Contractor is currently authorized to sell their products. Letters from the sales representative shall not be accepted as proof.
- Provide list of productions for which your firm is a direct dealer, including the duration of the dealership and the extent of any factory training. This list should include, but not be limited to:

- Large screen display systems, including LED, LCD, DLP and DMD based systems.
 - Computer controlled audio systems.
 - Integrated control systems.
 - Video Teleconference Systems.
 - List of technical products that the firm has installed and serviced, but are not a direct dealer for.
- Litigation Experiences within the last five years: Submit information about the nature of the litigation, whether your company is the Plaintiff or Defendant, and what the outcome was, for both project and non-projected related litigation.
- F. Pricing: Bidders shall submit a completed Attachment 1 – Bid Proposal Form. Each item must be complete with no lines omitted. Bidder shall not provide alternative pricing or deviate from Attachment 1 – Bid Proposal Form. Alternative pricing methodologies will not be considered and may result in the rejection of the bid.
- G. Administrative Submission:
- i. All required completed forms from IFB Appendix B.
 - ii. Proof of Registration in NYS Department of Labor Public Work Contractor and Subcontractor Registry.
 - iii. MWBE. This procurement includes MWBE participation goals of which all bidders must comply. Refer to Appendix E of this Solicitation for specific details pertaining to this procurement opportunity. The New York State Contract System includes an MWBE Directory that can be utilized to find certified MWBE businesses to meet this requirement. (<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>)
 - iv. SDVOB. This procurement includes SDVOB participation goals of which all bidders must comply. Refer to Appendix F of this Solicitation for specific details pertaining to this procurement opportunity. The directory of New York State Certified SDVOBs can be utilized to find SDVOB businesses to meet this requirement: <https://sdves.ogs.ny.gov/business-search>
 - v. Signed bid addenda (if any)
 - vi. Important Notes:
 - a. Insurance – Bidders are reminded of the insurance requirements as described in Appendix D. The selected Bidder will be required to provide all necessary documentation upon notification of selection.
 - b. Vendor Responsibility - Bidders are reminded of the requirement as described in Section 5.10 and are requested to complete the online questionnaire located on the OSC VendRep System website prior to bid submission. If the vendor has previously certified responsibility online, it shall ensure that the VRQ was recertified in the last six months.
 - c. Document Consistency - An award will only be made to the entity which has submitted bid. All submitted documents must be consistent with official name of bidding entity, FEIN and NYS Vendor ID number.

3.3 Bid Preparation

All bids must be completed in ink or machine produced. Bids submitted handwritten in pencil will be disqualified.

3.4 Packaging of IFB Response

Please submit:

- A. One original of Attachment 1 – Bid Proposal Form
- B. One original of the Cover Letter; Minimum Qualifications information; Experience; and Staffing and Operational Plans
- C. One original of the Administrative Submission

Please provide one digital record (Thumb Drive) containing the above submission items. If there are any differences between the paper submission and the electronic submission, the paper submission shall take precedence.

Originals contain a unique wet signature for each of the signed and notarized pages. Exact copies can be photocopied and do not require a unique wet signature.

All bid documents must be submitted by mail, hand delivery, overnight carrier or certified mail in a package showing the following information on the outside:

- A. Bidder's complete name and address
- B. Solicitation Number: IFB #3121
- C. Bid Due Date and Time: (as stated in Section 1.3 - Key Events)
- D. Bid for Integrated Audiovisual Systems

Failure to complete all information on the bid envelope and/or packages may necessitate the premature opening of the bid and may compromise confidentiality.

3.5 Instructions for Bid Submission

Note that these instructions supersede the generic instructions posted on the OGS website bid calendar.

Only those Bidders who furnish all required information and meet the mandatory requirements will be considered.

Submit all required bid documents to the NYS Office of General Services - Division of Financial Administration at the following address:

NYS Office of General Services
Financial Administration – Agency Procurement Office
32nd Floor, Corning Tower Bldg., Empire State Plaza
Albany, New York 12242
Attn: Heather Williams
Bid#: 3121

E-MAIL BID SUBMISSIONS ARE NOT ACCEPTABLE AND WILL NOT BE CONSIDERED.

The State of New York will not be held liable for any cost incurred by the Bidder for work performed in the preparation and production of a bid or for any work performed prior to the formal execution and approval of a contract.

Bids must be received in the above office on or before 2:00 PM EST on the date indicated in Section 1.3 - Key Events. Bidders assume all risks for timely, properly submitted deliveries. Bidders mailing their bid must allow sufficient mail delivery time to ensure receipt of their bid at the specified location no later than the specified date and time.

The received time of bids will be determined by the clock at the above noted location.

Any Bid received at the designated location after the established time will be considered a Late Bid. A Late Bid may be rejected and disqualified from award. Notwithstanding the foregoing, a Late Bid may be accepted in the Commissioner's sole discretion where (i) no timely Bids meeting the requirements of the Solicitation are received, or (ii) the Bidder has demonstrated to the satisfaction of the Commissioner that the Late Bid was caused solely by factors outside the control of the Bidder. However, in no event will the Commissioner be under any obligation to accept a Late Bid.

The basis for any determination to accept a Late Bid shall be documented in the procurement record.

Bids must remain open and valid for 90 days from the due date, unless the time for awarding the contract is extended by mutual consent of NYS OGS and the Bidder. A bid shall continue to remain an effective offer, firm and irrevocable, subsequent to such 90-day period until either tentative award of the contract(s) by issuing Office is made or withdrawal of the bid in writing by Bidder. Tentative award of the contract(s) shall consist of written notice to that effect by the issuing Office to the successful Bidder. This IFB remains the property of the State at all times, and all responses to this IFB, once delivered, become the property of the State.

Important Building Access Procedures for Delivered Bids:

Building Access procedures are in effect at the Corning Tower. Photo identification is required. All visitors must register for building access, for delivering bids. **Vendors are encouraged to pre-register by contacting the Designated Contact at: 518-474-5981 at least 24 hours prior to arrival.** Pre-registered visitors are to report to the visitor desk located at the Concourse level of the Corning Tower. Upon presentation of appropriate photo identification, the visitor will be allowed access to the building.

Upon arrival at the visitor desk, visitors that have not pre-registered will be directed to a designated phone to call the OGS Finance Office. The Finance Office will then enter the visitor's information into the building access system. Access will not be allowed until the system has been updated. Visitors are encouraged to pre-register to ensure timely access to the building. Vendors who intend to deliver bids or conduct business with OGS should allow extra time to comply with these procedures. These procedures may change or be modified at any time.

Visitor parking information can be viewed at the following OGS web site:

<https://empirestateplaza.ny.gov/parking>

4. Administrative Information

4.1 Issuing Office

This IFB is being released by the New York State Office of General Services, Division of Financial Administration.

4.2 Method of Award

OGS intends to award one contract to the lowest responsive and responsible Bidder. The lowest Bidder shall be determined by the Grand Total Bid as represented on Attachment 1 – Bid Proposal Form.

Upon determination of the lowest responsive and responsible bid, a contract will be sent to the successful Bidder for signature and shall be returned to the Issuing Office for all necessary State approvals. Upon final approval, a completely executed contract will be delivered to the Contractor.

The Grand Total bid amount of the successful Bidder shall be used to establish the total contract value. **The established total contract value shall not be exceeded.**

A discount for early payment does not affect bid amounts nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

4.3 Term of Contract

The contract resulting from this Solicitation shall commence upon OSC Approval until one year past final acceptance of the final phase.

4.4 Price

Bidders must submit pricing using Attachment 1 - Bid Proposal Form. Any alterations, qualifiers, etc. will result in rejection.

The Contractor agrees that from the effective date of the contract until contract termination, the rates charged by the Contractor and paid for by NYS OGS will be equal to or lower than any rates provided by the Contractor to other customers for like services.

The Contractor shall provide all labor, materials, equipment, transportation, license, permits, travel, all other ancillary (administrative, insurance, reporting, overhead, profit, employee training, parking, etc.) costs and equipment necessary for the performance of services under this contract. Details of service not explicitly stated in these specifications, but necessarily attendant thereto, is deemed understood by the Contractor as included herein.

If the Bidder offers an early payment discount for payments made in less than 30 days after receipt of a proper invoice, please detail the discount by providing, in the appropriate place on the Attachment 1 - Bid Proposal Form, the percentage of discount and the specific number of days within which the payment must be made for the discount to apply. If Bidder offers multiple discounts, please provide the details for each discount offered (for example: 2%/15 days; 1%/20 days). A discount for early payment does not affect bid amounts nor is it considered in making awards, except that a discount may be considered in resolving tie bids.

4.5 Method of Payment

Invoices will be processed upon room/floor equipment delivery on site and user acceptance of installation completion in accordance with established procedures of the Office of General Services and the Office of the State Comptroller (OSC) and payments will be subject to the prompt payment provisions of Article XI-A of the New York State Finance Law.

Each company invoice **must** be itemized and include the following information: Name of NYS agency being billed; Contract ID number; Purchase Order number; Vendor name; Company FEIN; Vendor ID number; a unique invoice number; date(s) of service(s), the specific deliverable(s) worked on; a detailed description of services performed; and \$ amount requested in accordance with contract or PO rates.

Invoices without the above stated information will be returned to Contractor to be completed as required in the paragraph above. **Payment will not be issued and will not be due and owing until a corrected invoice is received and approved by OGS.**

All Invoices are to be submitted for payment to:

Office of General Services
C/O BSC / Accounts Payable
1220 Washington Ave., Bldg. 5, 5th Fl or Accountspayable@ogs.ny.gov
Albany, New York 12226

Also, a copy of the invoice and reports must be emailed to:

Robert.sartori@ogs.ny.gov and
Roberto.besso@ogs.ny.gov

4.6 Electronic Payment

Contractor shall provide complete and accurate billing invoices in order to receive payment. Billing invoices submitted must contain all information and supporting documentation required by the contract, the agency, and the State Comptroller. Payment for invoices submitted by the Contractor shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The Contractor shall comply with the State Comptroller's procedures to authorize electronic payments. Contractor must arrange for electronic payment through the NYS Statewide Financial System (SFS) Vendor Portal. Information regarding SFS Vendor Portal is available at the following website: <http://www.sfs.ny.gov/index.php/vendors>. If Contractor doesn't have SFS Vendor Portal credentials, they may request them via e-mail at Helpdesk@sfs.ny.gov, or phone at 518-457-7717. The Contractor acknowledges that it will not receive payment on any invoices submitted under this Contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

4.7 Exceptions and Extraneous Terms

The Issuing Office will consider all requests to waive any Solicitation requirement. The term "Solicitation requirement" as used herein shall include any and all terms and conditions included in the Solicitation documents. Bidders should be aware that failure to obtain a waiver of any bid

requirement in advance of bid submission, and/or inclusion of extraneous terms in the form of exceptions, assumptions, qualifiers, ranges, modifications, etc. with bid submission, may result in rejection of bid and disqualification from the bidding process.

Bidders wishing to obtain an exemption or waiver for any part of this Solicitation must contact the Issuing Office in writing by the 'Questions Due Date' as identified in the Section 1.3 – Key Events. The request must cite the specific section and requirement in question, and clearly identify any proposed alternative. Requests will be considered and responded to in writing, either with the 'Answers to Questions' as identified in the Key Events section (if the response results in a change to the Solicitation), or directly to the requesting vendor.

4.8 Dispute Resolution

It is the policy of the Office of General Services' Financial Administration to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to bid Solicitations, contract awards, and contract administration. OGS Financial Administration encourages vendors to seek resolution of disputes informally, through consultation with OGS Financial Administration staff, prior to commencing a formal dispute process. All such matters will be accorded full, impartial and timely consideration. A copy of the OGS Financial Administration Dispute Resolution Procedures for Vendors may be obtained by contacting the designated contact person identified in the Solicitation.

During the term of the contract, if either party notifies the other of a dispute or dissatisfaction, the other party will make a good faith effort to solve or settle dispute amicably, including meeting with the other party to diligently attempt to reach a satisfactory result. In the event of a dispute, the parties will continue to fulfill their obligations hereunder during the dispute resolution process. The parties agree to proceed in good faith to avoid disputes and resolve disputes that cannot be avoided at the lowest level possible. If party representatives are unable to resolve the dispute or reach a satisfactory result within twenty days of written notice of a dispute, the dispute will be referred to successive higher levels of each organization for final decision.

4.9 Rules of Construction

Words of the masculine and feminine genders shall be deemed and construed to include the neuter gender. Unless the context otherwise indicates, a singular word shall include the plural and vice versa, and words importing persons shall include corporations and associations, including public bodies, as well as natural persons. The terms "hereby," "hereof," "hereto," "herein," "hereunder," and any similar terms, as used in this IFB, refer to this IFB.

4.10 Balanced Bids

Prices quoted must be in balance. A bid is mathematically unbalanced if the bid is structured on the basis of nominal prices for some work and inflated prices for other work; that is, each element of the bid must carry its proportionate share of the total cost of the work plus profits.

Bids with extreme variations, or where obvious unbalancing of unit prices has occurred, will be thoroughly evaluated by OGS. Out-of-balance bids may be rejected in whole or in part; however, OGS reserves the right to negotiate prices with the bidder to balance unbalanced pricing.

4.11 Prime Contractor Responsibilities

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the IFB, and the contract resulting from the IFB. The Prime Contractor will be fully responsible for the work being completed by their Subcontractors. No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this IFB or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or Subcontractor(s) who carry out any of the provisions of any contract resulting from this IFB.

4.12 Examination of Contract Documents

- A. Each Bidder is under an affirmative duty to inform itself by personal examination of the specifications of the proposed work and by such other means as it may select, of the character, quality, and extent of the work to be performed and the conditions under which the contract is to be executed.
- B. Each Bidder shall examine specifications and all other data or instruction pertaining to the work. No pleas of ignorance of conditions that may be encountered or of any other matter concerning the work to be performed in the execution of the contract will be accepted by the State as an excuse for any failure or omission on the part of the Bidder to fulfill every detail of all the requirements of the documents governing the work. The Bidder, if awarded the contract, will not be allowed any extra compensation by reason of any matter or thing concerning which such bidder might have fully informed itself prior to bidding.
- C. Any Bidder in doubt as to the true meaning of any part of the specification or the proposed contract documents shall submit to Heather Williams, NYS Office of General Services, Division of Financial Administration, 32nd Floor, Corning Tower Building, Empire State Plaza, Albany, New York 12242, or Heather.Williams@ogs.ny.gov a written request for an interpretation thereof. If a major change is involved to which all bidders must be informed, such request for interpretation shall be delivered, in writing, no later than the question due date listed in Section 1.3 – Key Events. Any interpretation of the proposed documents will be made only by an addendum duly issued.
- D. Any addendum issued prior to the ‘Bid Due Date’ as stated in Section 1.3 - Key Events, must be acknowledged by signature, dated, and be submitted as part of the Administrative Bid. In awarding a contract, any addenda will become a part thereof.
- E. Any verbal information obtained from, or statements made by, representatives of the Commissioner of General Services at the time of examination of the documents shall not be construed as in any way amending contract documents. Only such corrections or addenda as are issued, in writing, to all Bidders shall become a part of the contract.

4.13 Debriefings

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

4.14 Procurement Rights

The State of New York reserves the right to:

- A. Reject any and all bids received in response to this Solicitation.
- B. Disqualify a Bidder from receiving the award if the Bidder, or anyone in the Bidder's employ, has previously failed to perform satisfactorily in connection with public bidding or contracts.
- C. Correct Bidder's mathematical errors and waive or modify other minor irregularities in bids received, after prior notification to the Bidder.
- D. Adjust any Bidder's expected costs of the bid price based on a determination of the evaluation committee that the selection of the said Bidder will cause the State to incur additional costs.
- E. Utilize any and all ideas submitted in the bids received.
- F. Negotiate with Bidders responding to this Solicitation within the Solicitation requirements to serve the best interests of the State.
- G. Begin contract negotiations with another bidding Contractor(s) in order to serve the best interests of the State of New York should the State of New York be unsuccessful in negotiating a contract with the selected Contractor within 21 days of selection notification.
- H. Waive any non-material requirement not met by all Bidders.
- I. Not make an award from this Solicitation.
- J. Make an award under this Solicitation in whole or in part.
- K. Make multiple contract awards pursuant to the Solicitation.
- L. Have any service completed via separate competitive bid or other means, as determined to be in the best interest of the State.
- M. Seek clarifications of bids.
- N. Disqualify any bidder whose conduct and/or bid fails to conform to the requirements of the IFB.
- O. Prior to the bid opening, amend the IFB specifications to correct errors or oversights, or to supply additional information, as it becomes available.
- P. Waive any requirements that are not material.
- Q. If two or more bids are found to be substantially equivalent, the Commissioner of OGS, at their sole discretion, will determine award using the pre-established process.

Note: The State is not liable for any cost incurred by a Bidder in the preparation and production of a bid or for any work performed prior to the issuance of a contract.

5. Contract Clauses and Requirements

5.1 Appendix A / Order of Precedence

Appendix A — Standard Clauses for New York State Contracts, dated June 2023, attached hereto, is hereby expressly made a part of this Solicitation document as fully as if set forth at length herein. The agreement resulting from a successful award will include the following documents. Conflicts between these documents will be resolved in the following descending order of precedence:

1. Appendix A (June 2023)
2. Contract Service Agreement
3. OGS Invitation for Bid Number 3121, including any Addenda
4. Selected Contractor's Bid including Attachment 1 – Bid Proposal Form

5.2 Past Practice

The failure to exercise any right hereunder in the past shall not operate as a waiver of such right. No breach of this Agreement shall be deemed waived unless such waiver shall be in writing and signed by the party claimed to have waived said right. No waiver of any breach of the Agreement at any time in the past shall constitute a waiver of subsequent breach.

5.3 Procurement Lobbying Requirement

Pursuant to State Finance Law §139-j and §139-k, this Solicitation includes and imposes certain restrictions on communications between OGS and a Vendor during the procurement process. A Vendor is restricted from making contacts from the earliest posting, on a governmental entity's website, in a newspaper of general circulation, or in the procurement opportunities newsletter of intent to solicit offers/bids through final award and approval of the Procurement Contract by OGS and, if applicable, the Office of the State Comptroller ("Restricted Period") to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on the first page and in Section 1.2. OGS employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Vendor pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four-year period; the Vendor is debarred from obtaining governmental Procurement Contracts. Further information about these requirements can be found on the OGS website: <http://www.ogs.ny.gov/acpl/>

5.4 Tax and Finance Clause

TAX LAW § 5-A:

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the 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 are 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.

This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, and its Subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and Subcontractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agency, from approving a contract awarded to a contractor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this IFB. Form ST-220-TD must be filed with and returned directly to DTF. Unless the information upon which the ST-220-TD is based changes, this form only needs to be filed once with DTF. If the information changes for the contractor, its affiliate(s), or its Subcontractor(s) a new Form ST-220-TD must be filed with DTF.

Form ST-220-CA must be filed with the bid and submitted to the procuring covered agency certifying that the contractor filed the ST-220-TD with DTF. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to make either of these filings may render a Bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms within a timely manner to ensure compliance with the law.

Vendors may call DTF at **1-800-698-2909** for any and all questions relating to Section 5-a of the Tax Law and relating to a company's registration status with the DTF. For additional information and frequently asked questions, please refer to the DTF web site: <https://www.tax.ny.gov>

5.5 Freedom of Information Law / Trade Secrets

During the evaluation process, the content of each bid will be held in confidence and details of any bid will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law (FOIL) provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid contains any such trade secrets or other confidential or proprietary information, you must submit a request to except such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. This can be accomplished by completion of the applicable question on the Contractor Information page in IFB Appendix B hereto. Requests for exemption of the entire contents of a bid from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm.

5.6 General Requirements

- A. The Bidder agrees to adhere to all State and Federal laws and regulations in connection with the contract.
- B. The Bidder agrees to notify OGS of any changes in the legal status or principal ownership of the firm, 45 days in advance of said change.

- C. The Bidder agrees that in any contract resulting from this IFB it shall be completely responsible for its work, including any damages or breakdowns caused by its failure to take appropriate action.
- D. The Bidder agrees that any contract resulting from this IFB may not be assigned, transferred, conveyed or the work subcontracted without the prior written consent of OGS.
- E. For reasons of safety and public policy, in any contract resulting from this IFB, 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.
- F. For purposes of any contract resulting from this IFB, 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.
- G. OGS interpretation of specifications shall be final and binding upon the Contractor.
- H. The Commissioner of OGS will make no allowance or concession to the Bidder for any alleged misunderstanding because of quantity, quality, character, location or other conditions.
- I. Should it appear that there is a real or apparent discrepancy between different sections of specifications concerning the nature, quality or extent of work to be furnished, it shall be assumed that the Bidder has based its bid on the more expensive option. Final decision will rest with OGS.
- J. INSPECTION – For purposes of any contract resulting from this IFB the quality of service is subject to inspection and may be made at any reasonable time by the State of New York. Should it be found that quality of services being performed is not satisfactory and that the requirements of the specifications are not being met, OGS may terminate the contract and employ another Contractor to fulfill the requirements of the contract. The existing Contractor shall be liable to the State of New York for costs incurred on account thereof.
- K. STOP WORK ORDER – OGS reserves the right to stop the work covered by this IFB and any contract(s) resulting there from at any time that it is deemed the Contractor is unable or incapable of performing the work to the State’s satisfaction. In the event of such stopping, OGS shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the Contractor shall be liable to the State of New York for any such costs on account thereof. In the event that OGS issues a stop work order for the work as provided herein, the Contractor shall have ten working days to respond thereto before any such stop work order shall become effective. Provided, however, that if an emergency situation exists, as reasonably determined by OGS, then the stop work order shall be effective immediately.
- L. OGS reserves the right to reject and bar from the facility any employee hired by the Contractor.

5.7 Subcontractors

The State will contract only with the successful Bidder who is the Prime Contractor. The Issuing Office considers the Prime Contractor, the sole Contractor with regard to all provisions of the Solicitation and the contract resulting from the Solicitation. When bidding, any known/planned use of Subcontractors must be disclosed in detail with bid submission. If Subcontractors are to be used for base scope services, it shall be understood that the bid price includes the cost of the Subcontractor, and no additional markups will be allowed.

No subcontract entered into by the Contractor shall relieve the Contractor of any liabilities or obligations in this Solicitation or the resultant contract. The Contractor accepts full responsibility for the actions of any employee or Subcontractor/Subcontractor's employee(s) who carry out any of the provisions of any contract resulting from this Solicitation.

The Contractor's use of Subcontractors shall not diminish the Contractor's obligations to complete the work in accordance with the contract. The Contractor shall coordinate and control the work of the Subcontractors.

Any Subcontractor shall be subject to the applicable terms, conditions and requirements contained herein. The Contractor shall be responsible for informing the Subcontractors of all terms, conditions, and requirements of the contract documents.

During the term of the Contract, before any part of the contract shall be sublet, the Contractor shall submit to the Director of Leasing Services, Governor Nelson A. Rockefeller Empire State Plaza, 40th Floor, Corning Tower Building, Albany, New York 12242, in writing, the name of each proposed Subcontractor and obtain written consent to such Subcontractor. The names shall be submitted in ample time to permit acceptance or rejection of each proposed Subcontractor without causing delay in the work of this contract. The Contractor shall promptly furnish such information as the Director of Leasing Services may require concerning the proposed Subcontractor's ability and qualifications.

5.8 Extent of Services

OGS reserves the right to re-negotiate at its discretion, to reduce the amount of services provided under any contract resulting from this Solicitation. This reduction in services shall be effectuated by written amendment to the contract and subject to approval by the Office of the State Comptroller.

5.9 Termination

A. Termination

The Office of General Services may, upon thirty 30 days' notice, terminate any contract resulting from this Solicitation in the event of the awarded Bidder's failure to comply with any of the bidder's requirements unless the awarded Bidder obtained a waiver of the requirement.

In addition, OGS may also terminate any contract resulting from this Solicitation upon ten days' written notice if the Contractor makes any arrangement for assignment for the benefit of creditors.

Furthermore, OGS shall have the right, in its sole discretion, at any time to terminate a contract resulting from this Solicitation, or any unit portion thereof, with or without cause, by giving 30 days' written notice of termination to the Contractor.

B. Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this Agreement in the event it is found that the certification filed by the Contractor in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Contractor in accordance with the written notification terms of this Agreement.

C. Effect of Termination

Any termination by OGS under this Section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents, and employees therefore for lost profits or any other damages.

5.10 NYS Vendor Responsibility

OGS conducts a review of prospective contractors (“Bidders”) to provide reasonable assurances that the Bidder is responsive and responsible. A For-Profit Business Entity Questionnaire (hereinafter “Questionnaire”) is used for non-construction contracts and is designed to provide information to assess a Bidder’s responsibility to conduct business in New York based upon financial and organizational capacity, legal authority, business integrity, and past performance history. By submitting a bid, Bidder agrees to fully and accurately complete the Questionnaire. The Bidder acknowledges that the State’s execution of the Contract will be contingent upon the State’s determination that the Bidder is responsible, and that the State will be relying upon the Bidder’s responses to the Questionnaire when making its responsibility determination.

OGS recommends each Bidder file the required Questionnaire online via the New York State VendRep System. To enroll in and use the VendRep System, please refer to the VendRep System Instructions and User Support for Vendors available at the Office of the State Comptroller’s (OSC) website, <https://www.osc.state.ny.us/vendrep/index.htm> or to enroll, go directly to the VendRep System online at https://www.osc.state.ny.us/vendrep/info_vrsystem.htm.

OSC provides direct support for the VendRep System through user assistance, documents, online help, and a help desk. The OSC Help Desk contact information is located at <http://www.osc.state.ny.us/portal/contactbuss.htm>. Bidders opting to complete the paper questionnaire can access this form and associated definitions via the OSC website at: http://www.osc.state.ny.us/vendrep/forms_vendor.htm.

In order to assist the State in determining the responsibility of the Bidder prior to Contract Award, the Bidder must complete and certify (or recertify) the Questionnaire no more than six months prior to the bid due date. A Bidder’s Questionnaire cannot be viewed by OGS until the Bidder has certified the Questionnaire. It is recommended that all Bidders become familiar with all of the requirements of the Questionnaire in advance of the bid opening to provide sufficient time to complete the Questionnaire.

The Bidder agrees that if it is awarded a Contract the following shall apply:

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, in 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.

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 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.

5.11 New York State Vendor File Registration

Prior to being awarded a contract pursuant to this Solicitation, the Bidder(s) must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, unique New York State ten-digit vendor identification numbers will be assigned to your company for usage on all future transactions with New York State. Additionally, the Vendor File enables vendors to use the Vendor Self-Service application to manage all vendor information in one central location for all transactions related to the State of New York. If Bidder is already registered in the New York State Vendor File, list the ten-digit vendor ID number on the Contractor Information page included in Appendix B of this Solicitation.

If the Bidder is not currently registered in the Vendor File and is recommended for award, OGS shall request completion of OSC Substitute W-9 Form. A fillable form with instructions can be found at the link below. The Office of General Services will initiate the vendor registration process for all Bidders recommended for Contract Award. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application. For more information on the vendor file please visit the following website: www.osc.state.ny.us/vendors/index.htm. Form to be completed: www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf.

5.12 Ethics Compliance

All Bidders/Contractors and their employees must comply with the requirements of §§73 and 74 of the Public Officers Law, other state codes, rules, regulations, and executive orders establishing ethical standards for the conduct of business with New York State. In signing any contract resulting from this IFB, the Contractor certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relations, etc., involving New York State and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

5.13 Indemnification

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, Subcontractors or agents, of any contract resulting from this Solicitation and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected

with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of any contract resulting from this Solicitation, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, Subcontractors or employees, or the failure by the Contractor, its officers, agents, Subcontractors or employees to perform any obligations or commitments to the State or third parties arising out of or resulting from any contract resulting from this Solicitation. Such indemnity shall not be limited to the insurance coverage herein prescribed.

5.14 Force Majeure

Neither party hereto will be liable for losses, defaults, or damages under any contract resulting from this Solicitation which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Solicitation, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

5.15 Encouraging Use of New York State Businesses in Contract Performance

New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of the economic activity and leadership such businesses offer, Contractors are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of this agreement. Such partnering may be as Subcontractors, suppliers, protégés or other supporting roles.

Bidders need to be aware that OGS strongly encourages Bidders, to the maximum extent practical and consistent with legal requirements, to use responsible and responsive New York State businesses in purchasing commodities that are of equal quality and functionality and in utilizing services and technology. Furthermore, Bidders are reminded that they must continue to utilize small, minority and women-owned businesses, consistent with current State law.

Utilizing New York State businesses in State contracts will help create more private sector jobs, rebuild New York's infrastructure, and maximize economic activity to the mutual benefit of the contractor and its New York State business partners. New York State businesses will promote the contractor's optimal performance under the contract, thereby fully benefiting the public sector programs that are supported by associated procurements.

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its contractors. The State therefore expects Bidders to provide maximum assistance to New York businesses in their use of the contract. The potential participation by all kinds of New York businesses will deliver great value to the State and its taxpayers.

5.16 Sexual Harassment Prevention

Pursuant to N.Y. State Finance Law § 139-I, every bid made on or after January 1, 2019 to the State or any public department or agency thereof, where competitive bidding is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, and where otherwise required by such public department or agency, shall contain a certification that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of N.Y. State Labor Law § 201-g.

N.Y. State Labor Law § 201-g provides requirements for such policy and training and directs the Department of Labor, in consultation with the Division of Human Rights, to create and publish a model sexual harassment prevention guidance document, sexual harassment prevention policy and sexual harassment prevention training program that employers may utilize to meet the requirements of N.Y. State Labor Law § 201-g. The model sexual harassment prevention policy, model sexual harassment training materials, and further guidance for employers, can be found online at the following URL: <https://www.ny.gov/combating-sexual-harassment-workplace/employers>.

Pursuant to N.Y. State Finance Law § 139-I, any bid by a corporate bidder containing the certification required above shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the bidder.

If the Bidder cannot make the required certification, such Bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the Bidder cannot make the certification. After review and consideration of such statement, OGS may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

The certification required above can be found on Appendix B – NYS Required Certifications, which Bidder must submit with its bid.

5.17 Information Security Breach

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Contract.

- A. Contractor shall supply the State with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as the State's notification policy.
- B. Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- C. Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- D. In general, Contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to

view the private data elements and who have been properly authenticated may view/receive such data.

- E. Contractor must monitor for breaches of security to any of its systems that store or process private data owned by the State.
- F. Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from the State.
- G. In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify the State and commence an investigation in cooperation with the State to determine the scope of the breach.
- H. Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- I. Contractor shall immediately notify the State following the discovery that the State's system security has been breached.
- J. Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from the State prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- K. Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- L. This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.**

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STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State’s previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller’s approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor’s business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State’s prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER’S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller’s approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller’s approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

4. WORKERS’ COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers’ Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by 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 will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in

accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records

must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not

apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this

law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a “procurement contract” as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

Solicitation

Appendix B – Required Forms

Required Forms – Table of Contents

The following required forms are to be submitted with the proposer's proposal. The forms include:

- Contractor Information Page
- Corporate Acknowledgement (must be notarized)
- Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)
- Offerer Disclosure of Prior Non-Responsibility Determinations
- Offerer's Certification of Compliance with State Finance Law §139-k(5)
- Offerer's Certification of Compliance with State Finance Law §139-m
- NYS Required Certifications
 - Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles
 - Non-Collusive Bidding Certification
 - Diesel Emission Reduction Act
 - Executive Order No 177 Certification
 - State Finance Law § 139-l Certification
 - Small Business Certification
- Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- ST-220 -TD Taxation & Finance Contractor Certification
(Submitted directly to Taxation & Finance)
- ST-220 -CA Taxation and Finance Covered Agency Certification
- EEO 100- Equal Employment Opportunity Staffing Plan
- MWBE 100- MWBE Utilization Plan
- SDVOB Utilization Plan

Contractor Information

Solicitation Number

Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b).

| | | | |
|-----------------------------|-------|----------------------|--------|
| Authorized Signature | | Date | |
| Print Name | | Title | |
| Company Name | | | |
| Federal ID Number | | NYS Vendor ID Number | |
| Address | | | |
| City | State | Zip | County |
| Telephone Number | Ext | Toll Free Telephone | Ext |
| Fax Number | | Toll Free Fax Number | |
| Email of Designated Contact | | | |

Please identify if any of the following apply:

| | | |
|--|-----|----|
| New York State Small Business as defined in Executive Law Section 310(20) and as detailed in the "New York State Required Certifications" included in Appendix B herein. | Yes | No |
| New York State Certified Minority Owned Business | Yes | No |
| New York State Certified Woman Owned Business | Yes | No |
| New York State Certified Service-Disabled Veteran-Owned Business | Yes | No |
| Do you understand and is your firm capable of meeting the insurance requirements to enter into a contract with New York State? | Yes | No |
| Will New York State Businesses be used in the performance of this contract? | Yes | No |
| If yes, identify New York State Business(es) that will be used; (Attach identifying information). | | |
| Does your proposal meet all the requirements of this solicitation? | Yes | No |

| | | |
|---|------------|-----------|
| <p>Is your firm making a claim that any portions of its bid should be exempt from release under the Freedom of Information Law, as they constitute trade secrets, or information the disclosure of which would cause a substantial injury to your firm's competitive position? (Please review the clause entitled "Freedom of Information Law / Trade Secrets" of this Solicitation before answering).</p> | <p>Yes</p> | <p>No</p> |
| <p>If "Yes", please identify the specific portions of your bid for which you are claiming this exemption, and the reasons for such claimed exemption. Attach additional sheets, if necessary</p> | | |

INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC
ACKNOWLEDGMENT

STATE OF _____ }
: **SS.:**

COUNTY OF _____ }

On the ____ day of _____ in the year 20__ , before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _he maintains an office at _____,
Town of _____, County of _____,
State of _____; and further that:

[Check One]

- If an individual):** _he executed the foregoing instrument in his/her name and on his/her own behalf.
- If a corporation):** _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
- If a partnership):** _he is the _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
- If a limited liability company):** _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public
Registration No. _____ **State of:** _____

Offerer's Affirmation of Understanding of and Agreement pursuant to New York State Finance Law §139-j (3) and §139-j (6) (b)

New York State Finance Law §139-j(6)(b) provides that:

Every Governmental Entity shall seek written affirmations from all Offerers as to the Offerer's understanding of and agreement to comply with the Governmental Entity's procedures relating to permissible contacts during a Governmental Procurement pursuant to subdivision three of this section.

| | | | |
|---|-------|-------|--|
| Offerer affirms that it understands and agrees to comply with the procedures of the Government Entity relative to permissible contacts as required by New York State Finance Law §139-j (3) and §139-j (6) (b). | | | |
| Authorized Signature | | Date | |
| Print Name | | Title | |
| Company Name | | | |
| Address | | | |
| City | State | Zip | |

Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law § 139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j (10)(b) and 139-k(3).

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Governmental Entity conducting the Governmental Procurement.

Offerer's Certification of Compliance with State Finance Law §139-k(5)

New York State Finance Law §139-k(5) requires that every Procurement Contract award subject to the provisions of State Finance Law §§139-k or 139-j shall contain a certification by the Offerer that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.

| | | | |
|---|-------|-------|--|
| Offerer Certification: | | | |
| <i>I certify that all information provided to the Office of General Services with respect to State Finance Law §139-k is complete, true and accurate.</i> | | | |
| Authorized Signature | | Date | |
| Print Name | | Title | |
| Company Name | | | |
| Address | | | |
| City | State | Zip | |

Procurement Lobbying Termination

The Office of General Services reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Office of General Services may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

Gender-Based Violence and the Workplace Certification

New York State Finance Law §139-M requires bidders on competitive state procurements to certify that they have a written policy addressing gender-based violence and the workplace and that such policy meets the following minimum requirements:

- **Share Information:** Employers must provide information regarding gender-based violence where employees can see and access it, including displaying the NYS Domestic and Sexual Violence Hotline information and a gender-based violence and the workplace poster.
- **Refer Employee-Survivors to Services:** The policy must require that the employer refer employees who disclose current or past victim status to the NYS Domestic and Sexual Violence Hotline and/or a local service provider. For bidders outside of New York State, referrals should be made to a local provider or statewide hotline. While referrals are required to be provided by the employer, it is not required for the employee to access services.
- **Prohibit Retaliation:** The policy must clearly state that discrimination or retaliation against employees who identify as victims or survivors of gender-based violence is prohibited.
- **Comply with Laws:** Ensure your policy follows State law. For employers based in New York State, this means that the policy must follow the SAFE Leave Act, New York State Human Rights Law, and any other relevant laws and regulations.
- **Offer Implementation Support:** OPDV is able to assist employers in developing and implementing this policy. Employers must provide information to supervisors and human resources, where available, about this technical assistance from OPDV. OPDV can be contacted at workplace@opdv.ny.gov.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and has provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

Organization's signature below certifies its compliance with State Finance Law §139-M.

Organization: _____

By (signature): _____

Name (Please Print): _____

Title: _____

Date: _____

This form must be signed by an authorized executive or legal representative.

If the organization cannot make the above certification, they must provide an attached statement with their bid detailing the reasons therefor.

NYS REQUIRED CERTIFICATIONS

Nondiscrimination In Employment In Northern Ireland Macbride Fair Employment Principles

In accordance with Section 165 of the State Finance Law, the bidder, by submission of this bid, certifies that it or any individual or legal entity in which the bidder holds a 10% or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership interest in the bidder, either (answer yes or no to one or both of the following, as applicable):

- | | | | |
|--|----|-----|---------------|
| 1. have business operations in Northern Ireland | No | Yes | , and if yes: |
| 2. shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to nondiscrimination in employment and freedom of workplace opportunity regarding such operations in Northern Ireland, and shall permit independent monitoring of compliance with such principles. | No | Yes | |

Non-Collusive Bidding Certification

In accordance with Section 139-d of the State Finance Law, by submitting its bid each bidder and each person signing on behalf of any other bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

1. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

In the event that the Bidder is unable to certify as stated above, the Bidder shall provide a signed statement which sets forth in detail the reasons why the Bidder is unable to furnish the certificate as required in accordance with State Finance Law § 139-d(1)(b).

Diesel Emission Reduction Act

Pursuant to N.Y. Environmental Conservation Law § 19-0323 (the "Law") it is a requirement that heavy duty diesel vehicles in excess of 8,500 pounds use the best available retrofit technology ("BART") and ultra-low sulfur diesel fuel ("ULSD"). The requirement of the Law applies to all vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities. It also requires that such vehicles owned, operated by or on behalf of, or leased by State agencies and State or regional public authorities with more than half of its governing body appointed by the Governor utilize BART.

The Law may be applicable to vehicles used by contract vendors "on behalf of" State agencies and public authorities and require certain reports from contract vendors. All heavy duty diesel vehicles must have BART by the deadline provided in the Law. The Law also provides a list of exempted vehicles. Regulations

set forth in 6 NYCRR Parts 248 and 249 provide further guidance. The Bidder hereby certifies and warrants that all heavy duty vehicles, as defined in the Law, to be used under this contract, will comply with the specifications and provisions of the Law, and 6 NYCRR Parts 248 and 249.

Executive Order No. 177 Certification

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

State Finance Law § 139-I Certification

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

If the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement that sets forth in detail the reasons that the bidder cannot make the certification.

Small Business Certifications

State Finance Law § 163(1)(j) (Authorizes Award of Quantitative Factor Credit for Small Business Status in Evaluation for Best Value Contracts)

For purposes of New York State Finance Law § 163(1)(j), the contractor certifies that it:

___ **IS NOT** a Small Business as defined in New York State Executive Law § 310(20).

___ **IS** a Small Business as defined in New York State Executive Law § 310(20).

"Small Business" is defined under New York State Executive Law § 310(20) as a business that:

- A. has a significant business presence in New York demonstrated through one of the following:
 - 1. pays taxes in New York State, or
 - 2. purchases New York State products or materials, or
 - 3. has any payroll in New York State
- B. is independently owned and operated;
- C. is not dominant in its field; and,
- D. employs less than 300 persons.

State Finance Law § 163(6) (Authorizes Discretionary Purchases of Commodities or Services from Small Business Concerns)

For purposes of New York State Finance Law § 163(6), the contractor certifies that it:

___ **IS NOT** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

___ **IS** a Small Business Concern or Small Business as defined in New York State Finance Law § 160(8).

"Small Business Concern" or "Small Business" is defined under New York State Finance Law § 160(8) as a business that:

- A. is resident in New York State;
- B. is independently owned and operated;
- C. is not dominant in its field; and
- D. employs 100 or less persons.

By signing you certify your express authority to sign on behalf of yourself, your company, or other entity and full knowledge and acceptance of this Certifications document and that all information provided is complete, true and accurate.

| | | | |
|---|-------|-------|--|
| Authorized Signature | | Date | |
| Print Name | | Title | |
| Company Name | | | |
| D/B/A – Doing Business As (if applicable) | | | |
| Address | | | |
| City | State | Zip | |

Certification Under Executive Order No. 16- Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief.

| | | | |
|----------------------|-------|-------|--|
| | | | |
| Authorized Signature | | Date | |
| | | | |
| Print Name | | Title | |
| | | | |
| Company Name | | | |
| | | | |
| Address | | | |
| | | | |
| City | State | Zip | |

NYS Department of Taxation and Finance - FORMS

CONTRACTOR CERTIFICATION (ST-220-TD 12/11)
CONTRACTOR CERTIFICATION TO COVERED AGENCY
(ST-220-CA 12/11)



Contractor Certification

(Pursuant to Tax Law Section 5-a, as amended, effective April 26, 2006)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need help?* below).

| | | | |
|--|---|--|----------------|
| Contractor name | | | |
| Contractor's principal place of business | | City | State ZIP code |
| Contractor's mailing address (if different than above) | | City | State ZIP code |
| Contractor's federal employer identification number (EIN) | Contractor's sales tax ID number (if different from contractor's EIN) | Contractor's telephone number () | |
| Covered agency or state agency | Contract number or description | Covered agency telephone number () | |
| Covered agency address | City | State | ZIP code |
| Is the estimated contract value over the full term of the contract (but not including renewals) more than \$100,000? | | | |
| Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown at this time <input type="checkbox"/> | | | |

General information

Tax Law section 5-a, as amended, effective April 26, 2006, requires certain contractors awarded certain state contracts valued at more than \$100,000 to certify to the Tax Department that they are registered to collect New York State and local sales and compensating use taxes, if they made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000, measured over a specified period. In addition, contractors must certify to the Tax Department that each affiliate and subcontractor exceeding such sales threshold during a specified period is registered to collect New York State and local sales and compensating use taxes. Contractors must also file Form ST-220-CA, *Contractor Certification to Covered Agency*, certifying to the procuring state entity that they filed Form ST-220-TD with the Tax Department and that the information contained on Form ST-220-TD is correct and complete as of the date they file Form ST-220-CA.

All sections must be completed including all fields on the top of this page, all sections on page 2, Schedule A on page 3, if applicable, and *Individual, Corporation, Partnership, or LLC Acknowledgement* on page 4. If you do not complete these areas, the form will be returned to you for completion.

For more detailed information regarding this form and Tax Law section 5-a, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a, (as amended, effective April 26, 2006)*. See *Need help?* for more information on how to obtain this publication.

Note: Form ST-220-TD must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 4 of this form must be completed before a notary public.

Mail completed form to:

**NYS TAX DEPARTMENT
DATA ENTRY SECTION
W A HARRIMAN CAMPUS
ALBANY NY 12227-0826**

Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our Web site, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

Need help?



Visit our Web site at www.tax.ny.gov

- get information and manage your taxes online
- check for new online services and features



Telephone assistance

Sales Tax Information Center: (518) 485-2889

To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

I, _____, hereby affirm, under penalty of perjury, that I am _____
(name) (title)
of the above-named contractor, and that I am authorized to make this certification on behalf of such contractor.

Complete Sections 1, 2, and 3 below. Make only one entry in each section.

Section 1 – Contractor registration status

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made. The contractor is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253, and is listed on Schedule A of this certification.
- The contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 2 – Affiliate registration status

- The contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each affiliate exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more affiliates, and each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Section 3 – Subcontractor registration status

- The contractor does not have any subcontractors.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made, and each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters is registered to collect New York State and local sales and compensating use taxes with the Commissioner of Taxation and Finance pursuant to Tax Law sections 1134 and 1253. The contractor has listed each subcontractor exceeding the \$300,000 cumulative sales threshold during such quarters on Schedule A of this certification.
- To the best of the contractor's knowledge, the contractor has one or more subcontractors, and each subcontractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four sales tax quarters which immediately precede the sales tax quarter in which this certification is made.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that _ he maintains an office at: _____

Town of _____,

County of _____,

State of _____; and further that:

(Mark an X in the appropriate box and complete the accompanying statement.)

[] (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.

[] (If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.

[] (If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.

[] (If a limited liability company): _he is a duly authorized member of _____ LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No. _____



Contractor Certification to Covered Agency

(Pursuant to Section 5-a of the Tax Law, as amended, effective April 26, 2006)

ST-220-CA

(12/11)

For information, consult Publication 223, *Questions and Answers Concerning Tax Law Section 5-a* (see *Need Help?* on back).

| | | | | | |
|--|--|---------------------|---|---|---------------------------------|
| Contractor name | | | | For covered agency use only Contract number or description | |
| Contractor's principal place of business | | City | State | ZIP code | |
| Contractor's mailing address (if different than above) | | | | | |
| Contractor's federal employer identification number (EIN) | | | Contractor's sales tax ID number (if different from contractor's EIN) | | |
| Estimated contract value over the full term of contract (but not including renewals) | | | | | |
| \$ | | | | | |
| Contractor's telephone number | | Covered agency name | | | |
| Covered agency address | | | | | Covered agency telephone number |

I, _____, hereby affirm, under penalty of perjury, that I am _____

(name)

(title)

of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and I further certify that:

(Mark an X in only one box)

The contractor has filed Form ST-220-TD with the Department of Taxation and Finance in connection with this contract and, to the best of contractor's knowledge, the information provided on the Form ST-220-TD, is correct and complete.

The contractor has previously filed Form ST-220-TD with the Tax Department in connection with _____

(insert contract number or description)

and, to the best of the contractor's knowledge, the information provided on that previously filed Form ST-220-TD, is correct and complete as of the current date, and thus the contractor is not required to file a new Form ST-220-TD at this time.

Sworn to this ____ day of _____, 20 ____

(sign before a notary public)

(title)

Instructions

General information

Tax Law section 5-a was amended, effective April 26, 2006. On or after that date, in all cases where a contract is subject to Tax Law section 5-a, a contractor must file (1) Form ST-220-CA, *Contractor Certification to Covered Agency*, with a covered agency, and (2) Form ST-220-TD with the Tax Department before a contract may take effect. The circumstances when a contract is subject to section 5-a are listed in Publication 223, Q&A 3. See *Need help?* for more information on how to obtain this publication. In addition, a contractor must file a new Form ST-220-CA with a covered agency before an existing contract with such agency may be renewed.

Note: Form ST-220-CA must be signed by a person authorized to make the certification on behalf of the contractor, and the acknowledgement on page 2 of this form must be completed before a notary public.

When to complete this form

As set forth in Publication 223, a contract is subject to section 5-a, and you must make the required certification(s), if:

- i. The procuring entity is a *covered agency* within the meaning of the statute (see Publication 223, Q&A 5);
- ii. The contractor is a *contractor* within the meaning of the statute (see Publication 223, Q&A 6); and
- iii. The contract is a *contract* within the meaning of the statute. This is the case when it (a) has a value in excess of \$100,000 and (b) is a contract for *commodities* or *services*, as such terms are defined for purposes of the statute (see Publication 223, Q&A 8 and 9).

Furthermore, the procuring entity must have begun the solicitation to purchase on or after January 1, 2005, and the resulting contract must have been awarded, amended, extended, renewed, or assigned *on or after April 26, 2006* (the effective date of the section 5-a amendments).

Individual, Corporation, Partnership, or LLC Acknowledgment

STATE OF }
: SS.:
COUNTY OF }

On the ___ day of _____ in the year 20___, before me personally appeared _____, known to me to be the person who executed the foregoing instrument, who, being duly sworn by me did depose and say that ___ he maintains an office at: _____

Town of _____,

County of _____,

State of _____; and further that:

[Mark an X in the appropriate box and complete the accompanying statement.]

- (If an individual): _he executed the foregoing instrument in his/her name and on his/her own behalf.
(If a corporation): _he is the _____ of _____, the corporation described in said instrument; that, by authority of the Board of Directors of said corporation, _he is authorized to execute the foregoing instrument on behalf of the corporation for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said corporation as the act and deed of said corporation.
(If a partnership): _he is a _____ of _____, the partnership described in said instrument; that, by the terms of said partnership, _he is authorized to execute the foregoing instrument on behalf of the partnership for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said partnership as the act and deed of said partnership.
(If a limited liability company): _he is a duly authorized member of _____, LLC, the limited liability company described in said instrument; that _he is authorized to execute the foregoing instrument on behalf of the limited liability company for purposes set forth therein; and that, pursuant to that authority, _he executed the foregoing instrument in the name of and on behalf of said limited liability company as the act and deed of said limited liability company.

Notary Public

Registration No.

Privacy notification

The Commissioner of Taxation and Finance may collect and maintain personal information pursuant to the New York State Tax Law, including but not limited to, sections 5-a, 171, 171-a, 287, 308, 429, 475, 505, 697, 1096, 1142, and 1415 of that Law; and may require disclosure of social security numbers pursuant to 42 USC 405(c)(2)(C)(i).

This information will be used to determine and administer tax liabilities and, when authorized by law, for certain tax offset and exchange of tax information programs as well as for any other lawful purpose.

Information concerning quarterly wages paid to employees is provided to certain state agencies for purposes of fraud prevention, support enforcement, evaluation of the effectiveness of certain employment and training programs and other purposes authorized by law.

Failure to provide the required information may subject you to civil or criminal penalties, or both, under the Tax Law.

This information is maintained by the Manager of Document Management, NYS Tax Department, W A Harriman Campus, Albany NY 12227; telephone (518) 457-5181.

Need help?

Visit our Web site at www.tax.ny.gov
• get information and manage your taxes online
• check for new online services and features

Telephone assistance

Sales Tax Information Center: (518) 485-2889
To order forms and publications: (518) 457-5431

Text Telephone (TTY) Hotline (for persons with hearing and speech disabilities using a TTY): (518) 485-5082

Persons with disabilities: In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.



EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

General instructions: Contact the Designated Contact(s) for the solicitation if you have any questions. **All Offerors** must complete an EEO Staffing Plan (EEO 100) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force. Subcontractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor must complete this form upon request of OGS.

Instructions for completing:

1. Enter the Solicitation Number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading "Work force by Gender."
6. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification." Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

BLACK - A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.

HISPANIC - A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.

ASIAN & PACIFIC ISLANDER - A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.

AMERICAN INDIAN OR ALASKAN NATIVE (Not of Hispanic Origin) - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.



SUBMIT WITH BID OR PROPOSAL or within a reasonable time thereafter as requested by OGS, but prior to Contract Award.

| | | |
|--|---|--|
| Solicitation No.: | Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor | Report includes Contractor's <input type="checkbox"/> Contractor's work force to be utilized on this contract <input type="checkbox"/> Contractor's total work force <input type="checkbox"/> Subcontractor's work force to be utilized on this contract <input type="checkbox"/> Subcontractor's total work force |
| Contractor/Subcontractor's Name: | | |
| Contractor/Subcontractor's Address: | | |
| FEIN: | | |

Enter the total number of employees for each classification:

| EEO Job Category | Total Work Force | Work force by Gender | | Work force by Race/Ethnic Identification | | | | | | | | | | | | | |
|---|------------------|----------------------|------------------|--|--|---------------|--|------------------|--|---------------|--|---|--|-----------------|--|--|--|
| | | Total Male (M) | Total Female (F) | White (M) (F) | | Black (M) (F) | | Hispanic (M) (F) | | Asian (M) (F) | | American Indian or Alaskan Native (M) (F) | | Veteran (M) (F) | | | |
| Executive/Senior level Officials & Managers | | | | | | | | | | | | | | | | | |
| First/Mid-level officials & Managers | | | | | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | | | | | |
| Sales Workers | | | | | | | | | | | | | | | | | |
| Administrative Support Workers | | | | | | | | | | | | | | | | | |
| Craft Workers | | | | | | | | | | | | | | | | | |
| Operatives | | | | | | | | | | | | | | | | | |
| Laborers and Helpers | | | | | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | | | | | |
| Totals | | | | | | | | | | | | | | | | | |

| | | |
|---------------------------------|-----------------------|--------------|
| PREPARED BY (Signature): | TELEPHONE NO.: | DATE: |
| | EMAIL ADDRESS: | |

NAME AND TITLE OF PREPARER (Print or Type):



Instructions for Submitting the MWBE Utilization Plan for Commodities and Services (Form MWBE 100)

Where required in the Solicitation and/or Contract, submit the completed Plan with your bid package on the stated date and time to:

NYS Office of General Services
Financial Administration – Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242
Phone: 518-474-5981

Failure to submit the Plan or obtain a waiver could result in non-award of the Contract.

- **The Plan must contain a detailed description of the supplies and/or services to be provided by each MWBE subcontractor/supplier.**
 - **Complete all items on the form with the exception of the sections marked “For OGS MWBE Use Only.”**
 - **List New York State certified MBE/WBE firms only.** Only MBE/WBE firms certified by Empire State Development’s Division of Minority and Women’s Business Development can be used to meet MWBE Goals. Non-certified firms, or firms that are pending certification, cannot be used toward goal attainment until they are NYS certified.
 - **All listed subcontractors/suppliers will be contacted and verified by OGS.**
 - Bidders/Contractors may attach additional sheets if necessary.
2. To identify New York State certified MWBEs, access Empire State Development’s MWBE directory at: <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp> For additional information regarding this directory, please call The Empire State Development Corporation at (212) 803-2414 (Downstate) or (518) 292-5250 (Upstate). Additionally, you may contact the OGS MWBE office designated contacts at (518) 486-9284 which will, upon request, provide you with a listing of certified MBE/WBE firms.
 3. Pursuant to 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Actions that do not constitute good faith efforts by Contractors to solicit NYS Certified MWBEs to participate in the Contract include, but are not limited to, the following:
 - (1) Self-performance of tasks on a project.
 - (2) Not engaging an MWBE because it did not submit the lowest quote for work or materials.
 4. OGS will review the submitted Plan and advise Bidder/Contractor of OGS’s acceptance or deficiency within twenty (20) days of its receipt. Bidder/Contractor shall respond to the notice of deficiency within seven (7) business days of receipt by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify Bidder/Contractor and direct Bidder/Contractor to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal. The approved Plan will be posted on the OGS website within ten (10) days of Contract Award. Any changes to the Plan must be approved by OGS.



NYS Office of General Services
Financial Administration - Agency Procurement Office
Corning Tower, 32nd Floor, ESP
Albany, New York 12242

MWBE UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation #

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Minority and Women-owned Business Enterprises (MWBE) under the contract.

BIDDER/CONTRACTOR INFORMATION table with fields for Bidder/Contractor Name, NYS Vendor ID, Address, Telephone Number, and Contract Work Location/Region.

CONTRACTOR INFORMATION table with fields for Prepared by (Signature), Name and Title of Preparer, Telephone Number, and Date.

Email Address:

IF UNABLE TO MEET THE MBE AND WBE GOALS SET FORTH IN THE SOLICITATION/CONTRACT BIDDER/CONTRACTOR MUST SUBMIT A REQUEST FOR WAIVER (FORM BDC 333)

MWBE Subcontractor/Supplier Name and MWBE Certification (MBE/WBE) fields.

Please identify the person you contacted, Federal Identification No., and Telephone No. fields.

Address and Email Address fields.

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending):

MWBE Subcontractor/Supplier Name and MWBE Certification (MBE/WBE) fields.

Please identify the person you contacted, Federal Identification No., and Telephone No. fields.

Address and Email Address fields.

Detailed Description of work to be provided by subcontractor/supplier:

Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending):

FOR OGS MWBE USE ONLY

OGS MWBE Authorized Signature, Accepted, Accepted as Noted, and Notice of Deficiency checkboxes.

NAME (Please Print), MBE %/\$, WBE %/\$, Date Received, and Date Processed fields.

Comments:

NYS CERTIFIED MWBE SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified MWBEs can be viewed at: https://ny.newnycontracts.com/FrontEnd/SupplierSearchPublic.asp?TN=ny&XID=2528

Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

| | |
|-------------------------|-------------------------------|
| Bidder/Contractor Name: | Contract/Solicitation # _____ |
|-------------------------|-------------------------------|

| | | | |
|---|--|----------------|--|
| MWBE Subcontractor/Supplier Name: | MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only) | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____% | | | |

| | | | |
|---|--|----------------|--|
| MWBE Subcontractor/Supplier Name: | MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only) | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____% | | | |

| | | | |
|---|--|----------------|--|
| MWBE Subcontractor/Supplier Name: | MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only) | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____% | | | |

| | | | |
|---|--|----------------|--|
| MWBE Subcontractor/Supplier Name: | MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only) | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____% | | | |

| | | | |
|---|--|----------------|--|
| MWBE Subcontractor/Supplier Name: | MWBE Certification: <input type="checkbox"/> MBE <input type="checkbox"/> WBE (If firm is dual certified please select one only) | | |
| Please identify the person you contacted: | Federal Identification No.: | Telephone No.: | |
| Address: | Email Address: | | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending): \$ _____ or _____% | | | |



SDVOB UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation #

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract.

BIDDER/CONTRACTOR INFORMATION
Bidder/Contractor Name: NYS Vendor ID:
Bidder/Contractor Address (Street, City, State and Zip Code):
Bidder/Contractor Telephone Number: Contract Work Location/Region:
Contract Description/Title:

SDVOB Goals In Contract
3 %

CONTRACTOR INFORMATION
Prepared by (Signature): Name and Title of Preparer: Telephone Number: Date:

Email Address:
If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:
Please identify the person you contacted: Federal Identification No.: Telephone No.:
Address: Email Address:
Detailed description of work to be provided by subcontractor/supplier:
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

SDVOB Subcontractor/Supplier Name:
Please identify the person you contacted: Federal Identification No.: Telephone No.:
Address: Email Address:
Detailed Description of work to be provided by subcontractor/supplier:
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%

FOR OGS USE ONLY
OGS Authorized Signature: Accepted Accepted as Noted Notice of Deficiency
NAME (Please Print): SDVOB %/\$ Date Received: Date Processed:
Comments:

NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://online.ogs.ny.gov/SDVOB/search
Note: All listed Subcontractors/Suppliers will be contacted and verified by OGS.

ADDITIONAL SHEET

| | |
|--------------------------------|--------------------------------------|
| Bidder/Contractor Name: | Contract/Solicitation # _____ |
|--------------------------------|--------------------------------------|

| | | | |
|---|--|-----------------------------|----------------|
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |
| SDVOB Subcontractor/Supplier Name: | | | |
| Please identify the person you contacted: | | Federal Identification No.: | Telephone No.: |
| Address: | | Email Address: | |
| Detailed Description of work to be provided by subcontractor/supplier: | | | |
| Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____% | | | |

IFB Appendix C

Sample Contract

IFB #3121

SAMPLE

**STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
AGREEMENT FOR
INTEGRATED AUDIOVISUAL SYSTEMS
AT 919 3RD AVE, FLOORS 45-47
IN NEW YORK, NY
WITH
(CONTRACTOR)
CONTRACT #OGS01-C00XXXX-1140000**

THIS AGREEMENT, made this ____ day of _____, 2026 by and between the People of the State of New York, acting by and through the Commissioner of General Services, whose office is in the Corning Tower Building, at the Governor Nelson A. Rockefeller Empire State Plaza, Albany, New York 12242 (hereinafter "Commissioner", "OGS" or "State"), and (Company Name), (hereinafter "Contractor"), with an office at _____.

WITNESSETH:

WHEREAS, the OGS is responsible for the Integrated Audiovisual Systems at the 919 3rd Ave, Floors 45 – 47, New York, NY 10022 (hereinafter the "State Office Building") and in fulfilling its responsibility deems it necessary to obtain integrated audiovisual systems therefore, and

WHEREAS, OGS has determined after having solicited bids from bidders willing to supply these services, that the Contractor submitted the affording the State the best price for such services and that the Contractor possesses the necessary capacity bid, experience and expertise for provision of integrated audiovisual systems, and that Contractor is ready, willing and able to perform such services on the terms hereinafter set forth.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the parties do hereby agree as follows:

1. CONSIDERATION

OGS shall pay the Contractor for all integrated audiovisual systems fees and other fees and expenses in accordance with the amounts and rates put forth in the Contractor's bid attached hereto as Appendix "C", which Appendix C is hereby incorporated by reference and made a part hereof as fully as if set forth as length herein. This contract will be established with a not to exceed value of \$ _____. Services performed beyond this amount will not be compensated.

2. TERM

This Agreement shall commence upon OSC approval and will be in effect until one year past final acceptance of the final phase, unless sooner terminated as herein specified.

3. SERVICES

The Contractor agrees to perform this Agreement and to furnish the services, labor and materials required in connection therewith in accordance with all the specifications, conditions, covenants and representations contained in the Invitation for Bids No. 3121, which is annexed as Appendix "B" hereto, and the Contractor's bid, annexed as Appendix "C" hereto, except as such Appendices B and C have been revised by the terms hereof. Appendix B is hereby incorporated by reference and made a part hereof with the same force and effect as if set forth at length herein.

4. TERMINATION

This Agreement may be terminated in accordance with the termination provisions set forth in the solicitation attached hereto as Appendix B hereof.

5. RECORDS

The Contractor will maintain accurate records and accounts of services performed and monies expended under this Agreement. Such records will be maintained for six years following the close of the State fiscal year to which they pertain and will be made available to representatives of OGS or the New York State Comptroller, as may be necessary for auditing purposes, upon request.

6. TAXES

The Contractor will be responsible for all applicable Federal, State and Local taxes and all FICA contributions.

7. INDEPENDENT CONTRACTOR

It is understood and agreed that the legal status of the Contractor, its subcontractors, agents, officers and employees is that of an independent contractor and in no manner shall they be deemed employees or agents of the State of New York and, therefore, are not entitled to any of the benefits associated with such employment or designation.

8. APPENDIX A

Appendix A, Standard Clauses for New York State Contracts, attached hereto, is hereby expressly made a part of this Agreement as fully as if set forth at length herein.

9. ASSIGNMENT

Contractor agrees that it will not assign this Agreement, or any interest therein without the prior written consent of the Commissioner of General Services.

10. LAW

This Agreement shall be governed by the laws of the State of New York.

11. CONDITIONS PRECEDENT

This Agreement shall not be deemed executed, valid or binding unless and until approved in writing by the New York State Attorney General and the New York State Office of the State Comptroller.

12. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties hereto and no statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and this Agreement shall not be changed, modified or altered in any manner except by an instrument in writing executed by both parties hereto.

13. EXECUTORY CLAUSE

This Agreement shall be deemed executory only to the extent of money available to the State for performance of the terms hereof and no liability on account thereof shall be incurred by the State of New York beyond moneys available for purposes thereof.

14. INDEMNIFICATION

The Contractor shall assume all risks of liability for its performance, or that of any of its officers, employees, subcontractors or agents, of this Agreement and shall be solely responsible and liable for all liabilities, losses, damages, costs or expenses, including attorney's fees, arising from any claim, action or proceeding relating to or in any way connected with the performance of this Agreement and covenants and agrees to indemnify and hold harmless the State of New York, its agents, officers and employees, from any and all claims, suits, causes of action and losses of whatever kind and nature, arising out of or in connection with its performance of this Agreement, including negligence, active or passive or improper conduct of the Contractor, its officers, agents, subcontractors or employees, or the failure by the Contractor, its officers, agents, subcontractors or employees to perform any obligations or commitments to the State or third Parties arising out of or resulting from this Agreement. Such indemnity shall not be limited to the insurance coverage herein prescribed (see Appendix D – Insurance).

15. LIMITATION OF LIABILITY

Except as otherwise set forth in the Indemnification clause, the limit of liability shall be as follows:

- A. Contractor's liability for any claim, loss or liability arising out of, or connected with the Services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services forming the basis of OGS' claim or (ii) five hundred thousand dollars (\$500,000), whichever is greater.
- B. The OGS may retain such monies from any amount due to Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted against OGS unless Contractor at the time of the presentation of claim shall demonstrate to OGS' satisfaction that sufficient monies are set aside by the Contractor in the form of a bond or through insurance coverage to cover associated damages and other costs.

- C. Notwithstanding the above, neither the Contractor nor OGS shall be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from such performance, including, without limitation, damages resulting from loss of use or loss of profit by OGS, the Contractor, or by others.

Notwithstanding the foregoing, Seller remains liable, without monetary limitation, for direct damages for personal injury, death or damage to real property or tangible personal property or intellectual property attributable to the negligence or other tort of Seller, its officers, employees or agents.

16. INCONSISTENCIES

In the event of any discrepancy, disagreement or ambiguity between this contract agreement and Appendix B "Solicitation" and/or Appendix C "Contractor's Bid", or between any Appendices, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:

1. Appendix A
2. This Contract Agreement
3. Appendix B – Solicitation #3121 including Addenda
4. Appendix C – Contractor's Bid

The parties understand and agree that any and all deviations or exceptions taken by Contractor to the State's Invitation to Bid are hereby withdrawn except only to the extent that such exceptions or deviations have been explicitly incorporated into this contract agreement.

17. FORCE MAJEURE

Neither party hereto will be liable for losses, defaults, or damages under this Agreement which result from delays in performing, or inability to perform, all or any of the obligations or responsibilities imposed upon it pursuant to the terms and conditions of this Agreement, due to or because of acts of God, the public enemy, acts of government, earthquakes, floods, strikes, civil strife, fire or any other cause beyond the reasonable control of the party that was so delayed in performing or so unable to perform provided that such party was not negligent and shall have used reasonable efforts to avoid and overcome such cause. Such party will resume full performance of such obligations and responsibilities promptly upon removal of any such cause.

18. ASSIGNMENT BY STATE

The State agrees not to assign this Agreement without prior notice to and reasonable consent of the Contractor provided, however, that this Agreement may be assigned without such consent to another agency or subdivision of the State pursuant to a governmental reorganization or assignment of functions under which the pertinent functions of OGS as an agency are transferred to a successor agency or subdivision of the State.

19. NOTICES

All notices, demands, designations, certificates, requests, offers, consents, approvals and other instruments given pursuant to this Agreement shall be in writing and shall be validly given when mailed by registered or certified mail, overnight carrier or hand delivered, (i) if to the State,

addressed to the State at its address set forth above, and (ii) if to Contractor, addressed to Contractor at its address set forth above. The parties may from time to time, specify any address in the United States as its address for purpose of notices under this Agreement by giving 15 days written notice to the other party. The parties agree to mutually designate individuals as their respective representatives for the purposes of this Agreement.

20. CAPTIONS

The captions contained in this Agreement are intended for convenience and reference purposes only and shall in no way be deemed to define or limit any provision thereof.

21. SEVERABILITY

In the event that any one or more of the provisions of this Agreement shall for any reason be declared unenforceable under the laws or regulations in force, such provision will not have any effect on the validity of the remainder of this Agreement, which shall then be construed as if such unenforceable provision had never been written or was never contained in this Agreement.

22. INFORMATION SECURITY BREACH

In accordance with the Information and Security Breach Notification Act (ISBNA) (Chapter 442 of the Laws of 2005, as amended by Chapter 491 of the Laws of 2005), a Contractor with OGS shall be responsible for all applicable provisions of the ISBNA and the following terms herein with respect to any private information (as defined in the ISBNA) received by or on behalf of OGS under this Agreement.

- Contractor shall supply OGS with a copy of its notification policy, which shall be modified to be in compliance with this provision, as well as OGS's notification policy.
- Contractor must encrypt any database fields and backup tapes that contain private data elements, as set forth in the ISBNA.
- Contractor must ensure that private data elements are encrypted in transit to / from their systems.
- In general, contractor must ensure that private data elements are not displayed to users on computer screens or in printed reports; however, specific users who are authorized to view the private data elements and who have been properly authenticated may view/receive such data.
- Contractor must monitor for breaches of security to any of its systems that store or process private data owned by OGS.
- Contractor shall take all steps as set forth in ISBNA to ensure private information shall not be released without authorization from OGS.
- In the event a security breach occurs as defined by ISBNA Contractor shall immediately notify OGS and commence an investigation in cooperation with OGS to determine the scope of the breach.

- Contractor shall also take immediate and necessary steps needed to restore the information security system to prevent further breaches.
- Contractor shall immediately notify OGS following the discovery that OGS's system security has been breached.
- Unless the Contractor is otherwise instructed, Contractor is to first seek consultation and receive authorization from OGS prior to notifying the individuals whose personal identity information was compromised by the breach of security, the New York State Chief Information Security Office, the Department of State Division of Consumer Protection, the Attorney General's Office or any consuming reporting agencies of a breach of the information security system or concerning any determination to delay notification for law enforcement investigations.
- Contractor shall be responsible for providing all notices required by the ISBNA and for all costs associated with providing said notices.
- This policy and procedure shall not impair the ability of the Attorney General to bring an action against the Contractor to enforce all provisions of the ISBNA or limit the Contractor's liability for any violations of the ISBNA.

23. CONTRACTOR 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, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or 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.

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.

Sample Contract

Appendix A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

**[Text not included at this time because it is included
elsewhere in the solicitation. Will be added when contract
is finalized]**

Sample Contract

Appendix B

Invitation for Bid

SAMPLE

Sample Contract

Appendix C

Contractor's Bid

SAMPLE

IFB Appendix D

Insurance Requirements

IFB #3121

Insurance Requirements

The Bidder shall be required to procure, at its sole cost and expense, all insurance required by this Attachment.

The Bidder shall be required to provide proof of compliance with the requirements of this Attachment, as follows:

- Proof of all insurance required by Section B below shall be provided in accordance with the provisions hereof;
- After award, the Contractor shall be required to provide proof of all insurance after renewal or upon request according to the timelines set forth in Section A.13 below.

Contractors shall be required to procure, at their sole cost and expense, and shall maintain in force at all times during the term of any Contract resulting from this Solicitation, policies of insurance as required by this Attachment. All insurance required by this Attachment shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Attachment should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. OGS may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

Bidders and Contractors shall deliver to OGS evidence of the insurance required by this Solicitation and any Contract resulting from this Solicitation in a form satisfactory to OGS. Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned or delayed, acceptance and/or approval by OGS does not, and shall not be construed to, relieve Bidders or Contractors of any obligations, responsibilities or liabilities under this Solicitation or any Contract resulting from this Solicitation.

The Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

A. General Conditions Applicable to Insurance. All policies of insurance required by this Solicitation or any Contract resulting from this Solicitation shall comply with the following requirements:

- 1. Coverage Types and Policy Limits.** The types of coverage and policy limits required from Bidders and Contractors are specified in Paragraph B *Insurance Requirements* below.
- 2. Policy Forms.** Except as otherwise specifically provided herein, or agreed to in the Contract resulting from this Solicitation, all policies of insurance required by this Attachment

shall be written on an occurrence basis. In the event that occurrence-based coverage is not commercially available, claims-made policy forms will be considered provided that, at minimum, it includes provisions that allow for (a) reporting circumstances or incidents that may give rise to future claims and (b) an extended reporting period of not less than three (3) years with respect to events that occurred but were not reported during the term of the policy.

3. Certificates of Insurance/Notices. Bidders and Contractors shall provide OGS with a Certificate or Certificates of Insurance, in a form satisfactory to OGS as detailed below, and pursuant to the timelines set forth in Section A.13. below. Certificates shall name **The New York State Office of General Services, Agency Procurement Office, 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242** as the certificate holder.

Certificates of Insurance shall:

- Be in the form acceptable to OGS and in accordance with the New York State Insurance Law (e.g., an ACORD 25 certificate);
- Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this Solicitation or any Contract resulting from this Solicitation;
- Be signed by an authorized representative of the referenced insurance carriers; and
- Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement: **Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.**

Only original documents (certificates of insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted.

OGS requires Contractors to submit only certificates of insurance and additional insured endorsements. Contractors should refrain from submitting entire insurance policies. If an entire insurance policy is submitted but not requested, OGS shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by OGS does not constitute proof of compliance with the insurance requirements and does not discharge Contractors from submitting the requested insurance documentation. OGS reserves the right to request other proof of insurance, including, but not limited to, policies, and Contractors agree to comply with all reasonable requests.

4. Primary Coverage. All Commercial General Liability, Business Automobile Liability, and Excess Umbrella Liability insurance policies shall provide that the required coverage shall be primary and non-contributory to other insurance available to the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. Any other insurance maintained by the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees shall be excess of and shall not contribute with the Bidder/Contractor's insurance.

5. Breach for Lack of Proof of Coverage. The failure to comply with the requirements of this Attachment at any time during the term of the Contract shall be considered a breach

of the terms of the Contract and shall allow the People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees to avail themselves of all remedies available under the Contract or at law or in equity.

6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from OGS. Such approval shall not be unreasonably withheld, conditioned or delayed. Bidders and Contractors shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Bidder/Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.

7. Subcontractors. Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement CG 20 38 12 19 (or the equivalent) evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section A.13. below, as applicable. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

8. Waiver of Subrogation. For all Commercial General Liability, Business Automobile Liability, Excess/Umbrella Liability policies and the workers' compensation insurance required below, the Bidder/Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees, or, if such waiver is unobtainable (i) an express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees or (ii) any other form of permission for the release of The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

9. Additional Insured. The Contractor shall cause to be included in each of the Commercial General Liability, Business Automobile Liability, and Excess/Umbrella Liability policies required below for on-going and completed operations naming as additional insured (via ISO form CG 20 10 12 19 and CG 20 37 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage): The People of the State of New York, the New York State Office of General Services, and their officers, agents, and employees. An Additional Insured Endorsement, or the equivalent, evidencing such coverage shall be provided to OGS pursuant to the timelines set forth in Section A.13. below. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-

insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Attachment had the Contractor obtained such insurance policies.

10. Excess/Umbrella Liability Policies. Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request.

11. Notice of Cancellation or Non-Renewal. Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five (5) business days of receipt of any notice of cancellation or non-renewal of insurance, the Contractor shall provide OGS with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Solicitation and any Contract resulting from this Solicitation.

12. Policy Renewal/Expiration Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Solicitation and any Contract resulting from this Solicitation shall be delivered to OGS. If, at any time during the term of any Contract resulting from this Solicitation, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Solicitation or any Contract resulting from this Solicitation, or proof thereof is not provided to OGS, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by OGS.

13. Deadlines for Providing Insurance Documents after Renewal or Upon Request. As set forth herein, certain insurance documents must be provided to the OGS Agency Procurement Office contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to OGS as soon as possible but in no event later than the following time periods:

- For certificates of insurance: 5 business days;
- For information on self-insurance or self-retention programs: 15 calendar days;
- For other requested documentation evidencing coverage: 15 calendar days;
- For additional insured and waiver of subrogation endorsements: 30 calendar days; and
- For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 business days from request or renewal.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to OGS, OGS shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 calendar days.

B. Insurance Requirements

Bidders and Contractors shall obtain and maintain in full force and effect, throughout the term of any Contract resulting from this Solicitation, at their own expense, the following insurance with limits not less than those described below and as required by the terms of any Contract resulting from this Solicitation, or as required by law, whichever is greater:

| Insurance Type | | Proof of Coverage is Due |
|--|--|--|
| Commercial General Liability | No less than \$1,000,000 each occurrence | Upon notification of tentative award and updated in accordance with Contract |
| General Aggregate | \$2,000,000 | |
| Products-Completed Operations Aggregate | \$2,000,000 | |
| Personal and Advertising Injury | \$1,000,000 | |
| Medical Expenses Limit | \$5,000 | |
| Professional Liability | \$2,000,000 | |
| Crime Insurance | \$50,000 | |
| Business Automobile Liability Insurance | No less than \$1,000,000 each accident | |
| Workers' Compensation | | |
| Disability Benefits | | |

1. Commercial General Liability Insurance: Such liability shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage.

Policy shall include bodily injury, property damage and broad form contractual liability coverage.

- General Aggregate
- Products – Completed Operations Aggregate
- Personal and Advertising Injury
- Each Occurrence

Coverage shall include, but not be limited to, the following:

- Premises liability arising from operations;
- Independent contractors;
- Blanket contractual liability, including tort liability of another assumed in a contract;
- Defense and/or indemnification obligations, including obligations assumed under the Contract;
- Cross liability for additional insureds; and
- Products/completed operations for a term of no less than one (1) year, commencing upon acceptance of the work, as required by the Contract.

2. Professional Liability. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services (i.e. professional services, Provide audiovisual systems, engineering, and installation within all phases and spaces of the project).

- Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services.
- The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of any Contract resulting from this Solicitation/Contract.

If coverage is held on a claims-made policy, the Contractor shall maintain coverage for a period of not less than one year following the completion of work. In the event coverage is terminated or expires prior to that time, the Contractor must purchase Extended Reporting Period ("tail") coverage for a period of not less than one year following the completion of work. This tail coverage shall provide for the reporting of claims that arise from incidents that occurred during the policy period but are reported after the policy has expired.

The tail coverage must be equivalent to the coverage provided under the expiring policy, including limits of liability, terms, and conditions. The insured shall provide evidence of such tail coverage to the insurer or any other relevant party upon request.

3. Crime Insurance: If, during the term of any Contract resulting from this Solicitation/Contract, the Contractor plans to enter the premises of an Authorized User to fulfill its obligations under this Solicitation or any Contract resulting from this Solicitation/Contract, the Contractor is required to fulfill the Crime Insurance requirements herein and shall maintain, during the term of any Contract resulting from this Solicitation/Contract, Crime Insurance on a "loss sustained form" or "loss discovered form,". The Contractor shall be required to provide proof of compliance with the requirements. Coverage must include the following:

- The policy must allow for reporting of circumstances or incidents that might give rise to future claims.
- The policy must include an extended reporting period of no less than one (1) year with respect to events which occurred but were not reported during the term of the policy.
- Any warranties required by the Contractor's insurer as a result of any Contract resulting from this Solicitation/Contract must be disclosed and complied with. Said insurance shall extend coverage to include the principals (all directors, officers, agents, and employees) of the Contractor as a result of any Contract resulting from this Solicitation/Contract.
- The policy shall include coverage for third-party fidelity and name "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/Contract as an Authorized User and their officers, agents, and employees" as "Loss Payees" for all third-party coverage secured. This requirement applies to both primary and excess liability policies, as applicable.
- The policy shall not contain a condition requiring an arrest and conviction.
- The policy shall include coverage for, but is not limited to, employee theft, forgery or alteration, inside the premises-theft of money and securities, inside the premises-robbery or safe burglary of other property, outside the premises computer crime/fraud, and money orders and counterfeit paper currency.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

4. Business Automobile Liability Insurance: Such insurance shall cover liability arising out of automobiles used in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

In the event that the Contractor does not own, lease or hire any automobiles used in connection with performance under the Contract, the Contractor does not need to obtain Business Automobile Liability Insurance, but must attest to the fact that the Contractor does not own, lease or hire any automobiles used in connection with performance under the

Contract on a form provided by OGS. If, however, during the term of the Contract, the Contractor acquires, leases or hires any automobiles that will be used in connection with performance under the Contract, the Contractor must obtain Business Automobile Liability Insurance that meets all of the requirements of this section and provide proof of such coverage to OGS in accordance with the insurance requirements of any Contract resulting from this Solicitation.

5. Workers' Compensation Insurance and Disability Benefits Requirements

Sections 57 and 220 of the New York State Workers' Compensation Law require the heads of all municipal and state entities to ensure that businesses applying for contracts have appropriate workers' compensation and disability benefits insurance coverage. These requirements apply to both original contracts and renewals. **Failure to provide proper proof of such coverage or a legal exemption will result in a rejection of a Bid or any contract renewal. A Bidder will not be awarded a Contract unless proof of workers' compensation and disability insurance is provided to OGS.** Proof of workers' compensation and disability benefits coverage, or proof of exemption must be submitted to OGS at the time of notification of tentative award, policy renewal, contract renewal and upon request. Proof of compliance must be submitted on one of the following forms designated by the New York State Workers' Compensation Board. **An ACORD form is not acceptable proof of New York State workers' compensation or disability benefits insurance coverage.**

Proof of Compliance with Workers' Compensation Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form C-105.2 (9/15), *Certificate of Workers' Compensation Insurance*, sent to OGS by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to OGS upon request from the Contractor; or
- Form SI-12, *Certificate of Workers' Compensation Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
- Form GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*, available from the Contractor's Group Self-Insurance Administrator.

Proof of Compliance with Disability Benefits Coverage Requirements:

- Form CE-200, *Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required*, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov);
- Form DB-120.1, *Certificate of Disability Benefits Insurance*, sent to OGS by the Contractor's insurance carrier upon request; or
- Form DB-155, *Certificate of Disability Benefits Self-Insurance*, available from the New York State Workers' Compensation Board's Self-Insurance Office.

Information clarifying the New York State Workers' Compensation Law requirements is available at the New York State Workers' Compensation Board's website,

<http://www.wcb.ny.gov/content/main/Employers/requirements-businesses-applying-government-permits-licenses-contracts.pdf> .

Contractor acknowledges that failure to obtain and/or keep in effect any or all required insurance on behalf of OGS constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to OGS. Contractor's failure to obtain and/or keep in effect any or all required insurance shall also provide the basis for OGS' immediate termination of any contract resulting from this Solicitation, subject only to a five (5) business day cure period. Any termination by OGS under this section shall in no event constitute or be deemed a breach of any contract resulting from this Solicitation and no liability shall be incurred by or arise against the Office of General Services, its agents and employees therefore for lost profits or any other damages.

IFB Appendix E

M/WBE and EEO Requirements

IFB #3121

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

I. New York State Law

Pursuant to New York State Executive Law Article 15-A and Parts 140-145 of Title 5 of the New York Codes, Rules and Regulations (“NYCRR”), the New York State Office of General Services (“OGS”) is required to promote opportunities for the maximum feasible participation of New York State-certified Minority- and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of OGS contracts.

II. General Provisions

- A. OGS is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. The Contractor agrees, in addition to any other nondiscrimination provision of the Contract, and at no additional cost to OGS, to fully comply and cooperate with OGS in the implementation of New York State Executive Law Article 15-A and the regulations promulgated thereunder. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for MWBEs. Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, State, or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, a finding of non-responsibility, breach of contract, withholding of funds, liquidated damages pursuant to clause IX of this section, and/or enforcement proceedings as allowed by the Contract and applicable law.

III. Equal Employment Opportunity (EEO)

- A. The provisions of Article 15-A of the Executive Law and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to all Contractors, 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.
 1. Contractor and subcontractors shall undertake or continue existing EEO 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, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) the performance of work or the provision of services or any other activity that is unrelated, separate, or distinct from the Contract; or (ii) employment outside New York State.

2. By entering into this Contract, Contractor certifies that the text set forth in clause 12 of Appendix A, attached hereto and made a part hereof, is Contractor's equal employment opportunity policy. In addition, Contractor agrees to comply with the Non-Discrimination Requirements set forth in clause 5 of Appendix A.

B. Form EEO 100 - Staffing Plan

To ensure compliance with this section, the Contractor agrees to submit, or has submitted with the Bid, a staffing plan on Form EEO 100 to OGS to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories.

C. Form EEO 101 - Workforce Utilization Reporting Form (Commodities and Services) ("Form EEO-101-Commodities and Services")

1. The Contractor shall submit, and shall require each of its subcontractors to submit, a Form EEO-101-Commodities and Services to OGS to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Form EEO-101-Commodities and Services must be submitted electronically to OGS at EEO_CentCon@ogs.ny.gov on a quarterly basis during the term of the Contract by the 10th day of April, July, October, and January.

2. Separate forms shall be completed by Contractor and all subcontractors.

3. In limited instances, the Contractor or subcontractor may not be able to separate out the workforce utilized in the performance of the Contract from its total workforce. When a separation can be made, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided relates to the actual workforce utilized on the Contract. When the workforce to be utilized on the Contract cannot be separated out from the Contractor's or subcontractor's total workforce, the Contractor or subcontractor shall submit the Form EEO-101-Commodities and Services and indicate that the information provided is the Contractor's or subcontractor's total workforce during the subject time frame, not limited to work specifically performed under the Contract.

- D.** Contractor shall comply with the provisions of the Human Rights Law and all other State and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, 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.

IV. Contract Goals

- A.** OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of MBEs and WBEs). The total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation for subcontracting and supplies acquired under the Contract.

- B.** For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract goals established in clause IV-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address: <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp> The MWBE Regulations are

located at 5 NYCRR §§ 140 – 145. Questions regarding compliance with MWBE participation goals should be directed to the Designated Contacts within the OGS Office of Minority- and Women-Owned Business Enterprises. Additionally, following Contract execution, Contractor is encouraged to contact the Division of Minority and Women’s Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract (see clause VII below).

V. MWBE Utilization Plan

- A. In accordance with 5 NYCRR § 142.4, Bidders are required to submit a completed Utilization Plan on Form MWBE 100 with their bid.
- B. The Utilization Plan shall list the MWBEs the Bidder intends to use to perform the Contract, a description of the Contract scope of work the Bidder intends the MWBE to perform to meet the goals on the Contract, and the estimated or, if known, actual dollar amounts to be paid to an MWBE. By signing the Utilization Plan, the Bidder acknowledges that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by New York State Certified MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to OGS.
- C. By entering into the Contract, Bidder/Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as that term is defined in 5 NYCRR § 140.1, may be applied towards the achievement of the applicable MWBE participation goal. When an MWBE is serving as a broker on the Contract, only 25 percent of all sums paid to a broker shall be deemed to represent the commercially useful function performed by the MWBE.
- D. OGS will review the submitted MWBE Utilization Plan and advise the Bidder of OGS acceptance or issue a notice of deficiency within 30 days of receipt.
- E. If a notice of deficiency is issued; Bidder agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder and direct the Bidder to submit, within five (5) business days of notification by OGS, a request for a partial or total waiver of MWBE participation goals on Form BDC 333. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- F. OGS may disqualify a Bidder’s bid/proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an MWBE Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.

- G. If awarded a Contract, Contractor certifies that it will follow the submitted MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in clause IV-A of this Section.
- H. Bidder/Contractor further agrees that a failure to submit and/or use such completed MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

VI. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts of the OGS Office of Minority- and Women-Owned Business Enterprises for guidance.
- B. In accordance with 5 NYCRR § 142.7, a Bidder/Contractor who is able to document good faith efforts to meet the goal requirements, as set forth in clause VII below, may submit a request for a partial or total waiver on Form BDC 333, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its MWBE Utilization Plan. If a request for waiver is submitted with the MWBE Utilization Plan and is not accepted by OGS at that time, the provisions of clauses V(C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- C. Contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the MWBE Utilization Plan and Monthly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE contract goals.

VII. Required Good Faith Efforts

In accordance with 5 NYCRR § 142.8, Contractors must document their good faith efforts toward utilizing MWBEs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

1. A list of the general circulation, trade, and MWBE-oriented publications and dates of publications in which the Contractor solicited the participation of certified MWBEs as subcontractors/suppliers, copies of such solicitations, and any responses thereto.
2. A list of the certified MWBEs appearing in the Empire State Development ("ESD") MWBE directory that were solicited for this Contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs. Describe specific reasons that responding certified MWBEs were not selected.
3. Descriptions of the Contract documents/plans/specifications made available to certified MWBEs by the Contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.
4. A description of the negotiations between the Contractor and certified MWBEs for the purposes of complying with the MWBE goals of this Contract.

5. Dates of any pre-bid, pre-award, or other meetings attended by Contractor, if any, scheduled by OGS with certified MWBEs whom OGS determined were capable of fulfilling the MWBE goals set in the Contract.
6. Other information deemed relevant to the request.

VIII. Monthly MWBE Contractor Compliance Report

- A. In accordance with 5 NYCRR § 142.10, Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals. OGS requests that all Contractors use the New York State Contract System ("NYSCS") to report subcontractor and supplier payments made by Contractor to MWBEs performing work under the Contract. The NYSCS may be accessed at <https://ny.newnycontracts.com/>. This is a New York State-based system that all State agencies and authorities will be implementing to ensure uniform contract compliance reporting throughout New York State.
- B. When a Contractor receives a payment from a State agency, it is the Contractor's responsibility to pay its subcontractors and suppliers in a timely manner. On or after the first day of each month, the Contractor will receive an email or fax notification ("audit notice") indicating that a representative of its company needs to log-in to the NYSCS to report the company's MWBE subcontractor and supplier payments for the preceding month. The Contractor must also report when no payments have been made to a subcontractor or supplier in a particular month with entry of a zero dollar value in the NYSCS. Once subcontractor and supplier payments have been entered into the NYSCS, the subcontractor(s) and supplier(s) will receive an email or fax notification advising them to log into the NYSCS to confirm that they actually received the reported payments from the Contractor. It is the Contractor's responsibility to educate its MWBE subcontractors and suppliers about the NYSCS and the need to confirm payments made to them in the NYSCS.
- C. To assist in the use of the NYSCS, OGS recommends that all Contractors and MWBE subcontractors and suppliers sign up for the following two webinar trainings offered through the NYSCS: "**Introduction to the System – Vendor training**" and "**Contract Compliance Reporting - Vendor Training**" to become familiar with the NYSCS. To view the training schedule and to register visit: <https://ny.newnycontracts.com/events.asp>
- D. As soon as possible after the Contract is approved, Contractor should visit <https://ny.newnycontracts.com> and click on "**Account Lookup**" to identify the Contractor's account by company name. Contact information should be reviewed and updated if necessary by choosing "**Change Info.**" It is important that the staff member who is responsible for reporting payment information for the Contractor be listed as a user in the NYSCS. Users who are not already listed may be added through "**Request New User.**" When identifying the person responsible, please add "**- MWBE Contact**" after his or her last name (i.e., John Doe – MWBE Contact) to ensure that the correct person receives audit notices from the NYSCS. NYSCS Technical Support should be contacted for any technical support questions by clicking on the links for "**Contact Us & Support**" then "**Technical Support**" on the NYSCS website.
- E. If Contractor is unable to report MWBE Contractor Compliance via the NYSCS, Contractor must submit a Monthly MWBE Contractor Compliance Report on Form MWBE 102 to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: OGS MWBE Office, 29th Floor Corning Tower, Empire State Plaza, Albany, NY 12242. Phone: 518-486-9284; Fax: 518-486-9285.

- F. It is the Contractor's responsibility to report subcontractor and supplier payments. Failure to respond to payment audits in a timely fashion through the NYSCS, or by paper to OGS, may jeopardize future payments pursuant to the MWBE liquidated damages provisions in clause IX below.

IX. Breach of Contract and Liquidated Damages

- A. Where OGS determines that the Contractor is not in compliance with the requirements of this Contract, and the Contractor refuses to comply with such requirements, or if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, the Contractor shall be obligated to pay liquidated damages to OGS.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:
1. All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. If OGS determines that Contractor is liable for liquidated damages and such identified sums have not been withheld by OGS, Contractor shall pay such liquidated damages to OGS within sixty (60) days after they are assessed. Provided, however, that if the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR § 142.12, liquidated damages shall be payable only in the event of a determination adverse to the Contractor following the complaint process.

X. Fraud

Any suspicion of fraud, waste, or abuse involving the contracting or certification of MWBEs shall be immediately reported to ESD's Division of Minority and Women's Business Development at (855) 373-4692.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/mwbe/forms>

IFB Appendix F

SDVOB Requirements

IFB #3121

PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN OWNED BUSINESSES

Article 3 of the New York State Veterans' Services Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. OGS recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of OGS contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders are expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

I. Contract Goals

- A. OGS hereby establishes an overall goal of 3% for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should reference the directory of New York State Certified SDVOBs found at: <https://ogs.ny.gov/veterans/>. Questions regarding compliance with SDVOB participation goals should be directed to the OGS Designated Contacts. Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss additional methods of maximizing participation by SDVOBs on the Contract.
- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

II. SDVOB Utilization Plan

- A. In accordance with 9 NYCRR § 252.2(i), Bidders are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 with their bid.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use to perform the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to OGS.
- C. OGS will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of OGS acceptance or issue a notice of deficiency within 20 days of receipt.

- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven business days of receipt, by submitting to OGS a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by OGS to be inadequate, OGS shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by OGS, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. OGS may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
 - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
 - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
 - (c) If a Bidder fails to submit a request for waiver; or
 - (d) If OGS determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, OGS shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

III. Request for Waiver

- A. Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Designated Contacts at OGS for guidance.**
- B. In accordance with 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by OGS at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, OGS shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to OGS but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If OGS, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regard to such non-compliance, OGS may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to the primary designated contact as stipulated on the front cover of this solicitation and within the body of the solicitation itself.

IV. Required Good Faith Efforts

In accordance with 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by OGS with certified SDVOBs whom OGS determined were capable of fulfilling the SDVOB goals set in the Contract.
- (4) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (5) Other information deemed relevant to the waiver request.

V. Monthly SDVOB Contractor Compliance Report

In accordance with 9 NYCRR § 252.2(q), Contractor is required to report Monthly SDVOB Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 available at <https://ogs.ny.gov/veterans/> and should be completed by the Contractor and submitted to OGS, by the 10th day of each month during the term of the Contract, for the preceding month's activity to: ogs.sm.sdvobser@ogs.ny.gov

Please include the contract number and primary designated contact name with this report.

VI. Breach of Contract and Damages

In accordance with 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

ALL FORMS ARE AVAILABLE AT: <https://ogs.ny.gov/veterans/>

Appendix G – Invoice Checklist

WHAT TO INCLUDE ON YOUR INVOICE TO NEW YORK STATE

Please ensure your invoices include the following information. If information is missing, your invoice may be returned unpaid or payment may be delayed.

1 Vendor Identification – your legal business name, remit-to address, NYS Vendor ID#, and contact information in case there are questions.

2 Invoice Date – the date the invoice was created. The invoice date must be later than the date the goods or services were delivered or rendered.

3 Unique Invoice Number – you create your own invoice number. Use this number to obtain information about the status of your invoice in the SFS Vendor Self Service Portal.

4 Bill to – the name of the NYS agency that ordered the goods or services. Please also provide the delivery address and/or name of your agency's contact to help us if there are questions.

5 Purchase Order (PO) Number – if you received a PO, include the PO number.

THE NYS Vendor 1

Your Legal Address
 Suite 206
 Albany, NY 12205
 Phone (518) 4xx – 7xxx
 NYSvendor@vendor.com
 Fed ID # 26-1234567
 Vendor ID 0100000000

Invoice

| | |
|--|---|
| Date 2 | Invoice # 3 |
| 9/17/2018 | 17/18543 |

Bill to 4

NYS OGS
 32nd Floor, Corning Tower Bldg.
 Empire State Plaza
 Albany, NY 12242
accounts payable@ogs.ny.gov

| | |
|--|---|
| PO No. 5 | Terms 6 |
| 18P0254 | 2/10, net 30 |

| Quantity 7 | Description 8 | U/M 9 | Rate 10 | Amount |
|---|---|---|---|------------|
| 50 | A full description of what was provided. Including dates of service and PO line # if applicable. | Hours | 30.00 | 1,500.00 |
| Total 11 | | | | \$1,500.00 |

Received
Sept 19 2018
Finance Office



The invoice must be delivered to the designated payment office specified in your agreement or on the PO you received. NYS will not accept invoices for items or quantities not delivered.

6 Payment Term – the payment discount you are offering. If no other term is provided, NYS pays all invoices NET 30 days from the date the invoice is received by the designated payment office as indicated on the PO or agreement. NYS will make every effort to pay invoices within a vendor's designated discount period, if provided. Invoices not paid in 30 days will have interest added to the invoice as required by law.

7 Quantity – of goods, property, or services delivered for each invoice line item.

8 Description – of the item being billed including PO line #, item #, contract #, and/or dates of service if applicable and available.

9 Unit of Measure – if you received a PO, the unit of measure for each item being invoiced must be consistent with the PO and PO line number.

10 Rate – the unit price as authorized in the PO or agreement.

11 Total – the payment amount being requested for the invoice.

Thank you for your help. NYS is committed to paying your invoices timely upon receipt of an invoice containing the information above.

**IFB Attachment 1
Bid Proposal Form**

IFB #3121

***See digital file (Excel) at
<https://ogs.ny.gov/procurement/bid-opportunities>**

IFB Attachment 2
Scope of Work
Integrated Audiovisual Systems

IFB #3121

INTEGRATED AUDIOVISUAL SYSTEMS

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. Provide audiovisual systems, engineering, and installation within all phases and spaces of the project, as defined by the related documents, on-premises at 919 3rd Avenue, Floors 45-47, New York, NY 10022. Systems shall include all devices, equipment, installation, programming and commissioning in accordance with requirements of the contract documents and drawings.
- B. It is the intent of the Drawings and Specifications, for the Contractor to design, provide and install a complete, fully operational, and tested system. All work shall be performed on-site.
- C. Before submittal of bid, examine all drawings, specifications, addenda, alternates, special conditions and all other Contract Documents of all divisions and sections of this project, verify all governing conditions at the site, and become fully informed as to the extent and character of the work required as well as its relation to other work in the building. Submittal of a bid is an agreement to all requirements of the Contract Documents, and no consideration will be granted for any claimed misunderstanding thereof.
- D. All miscellaneous system components including, but not limited to, plenum cables, loudspeakers, signal converters, interface panels, termination equipment, patch panels, backboards, converters, matrix switchers, digital video extenders, control interfaces, digital signal processors, amplifiers, pre-amps, custom faceplates, mounting hardware, fasteners, racks, cabinets, cable ties, and any other related items shall be furnished and installed complete under this section, such that the system shall perform all functions listed herein in compliance with all of the specified requirements.
- E. Submittal of a bid is deemed a representation by the Bidder that it is qualified in all respects to properly perform the work for which it is bidding and that it has experience with similar work. Bidders are deemed to be aware, on the basis of their background and experience, of materials which may be required in the discharge of their responsibilities, even if unspecified.
 - 1. The work detailed within the Contract Documents has been specified to meet certain requirements for performance, appearance, and costs. It shall be the responsibility of the Contractor to implement the guidelines and requirements contained in the Contract Documents and translate them into a complete design package containing all elements necessary for a complete, operational and functionally integrated audiovisual system(s).
 - 2. Provide all work as detailed in the Contract Documents as a turnkey installation including all material, labor, warranties, taxes, freight and permits. Only items and requirements specifically stated to be provided by others shall not be a requirement for this section of the work.

1.2 **DEFINITIONS**

- A. For the purposes of these specifications, the following definitions apply:
1. ARCHITECT: The Architect of Record.
 2. AS DIRECTED: As directed by the Architect or the Engineer.
 3. BENEFICIAL USE: The state of installation in which all equipment related to the system being described is installed, functional, tested and has been signed off on by the Owner.
 4. COMMISSIONING AUTHORITY: The entity identified by the Owner as responsible for implementing the commissioning process.
 5. CONCEALED: Embedded in masonry or other construction, installed behind wall furring or within double partitions, or installed within hung ceilings or accessible raised-floor cavities.
 6. CONTRACTOR: The individual, partnership or corporation to whom has been awarded the Contract for providing the work associated with this division.
 7. CONTRACT DOCUMENTS: All documents associated with the project, including all drawings and specifications of all trades.
 8. CONSTRUCTION MANAGER: An individual or group that contracts with another organization or individual (Owner) for the scheduling and coordination of all design and construction processes including the selection, hiring and oversight of specialty Trade Contractors for a building or other structure.
 9. ENGINEER: The Engineer of Record.
 10. EXPOSED: Exposed to view.
 11. FINISHED SPACES: Spaces other than Mechanical and Electrical Equipment Rooms, furred spaces, pipe chases, unheated spaces immediately below the roof, spaces above ceilings, unexcavated spaces, crawlspaces and tunnels.
 12. FURNISH: To supply all materials, labor, equipment, testing apparatus, controls, tests, accessories and all other items customarily required for the proper and complete application.
 13. GENERAL CONTRACTOR: An individual or group that contracts with another organization or individual (Owner) for the construction of a building or other structure. They may or may not do any actual construction of a portion of the project.
 14. INDICATED: As shown or noted on the drawings or specifications.
 15. INSTALL: To join; unite; fasten; link; attach; set up or otherwise connect together complete, tested and ready for normal satisfactory operation.
 16. LIGHTING DESIGNER: The primary project Lighting Designer.
 17. NIC: Not In Contract.
 18. OFE: Owner-Furnished Equipment. Owner or end user to provide equipment to the AV Contractor for integration into the AV systems.
 19. PIPING: Includes conduit, pipe, tube, fittings, flanges, valves, controls, strainer, hangers, supports, unions, traps, drains, insulation and all related accessories.
 20. PROVIDE: To “furnish” and “install”.
 21. SHOP DRAWINGS: Include layout, detail and assembly drawings, diagrams, schedules, catalogue sheets, printed descriptive matter, and tabular and graphical presentations of operating and performance data that describe work required by the Construction Documents.
 22. SUBMIT: Submit to the Architect and/or the Engineer for review.
 23. SUPPLY: To purchase, procure, acquire and deliver complete with related

accessories.

- 24. WIRING: Includes raceway, fittings, wire, boxes and all related accessories.
- 25. WORK: Includes labor, materials, equipment, services and all related accessories necessary for the proper and complete installation of complete systems.

1.3 WORK INCLUDED

Refer to Section 2 for scope requirements, equipment specifications, and system descriptions for each room type.

1.4 WORK SPECIFIED ELSEWHERE

- A. Refer to Construction Specifications Institute MasterFormat Divisions 01, 09, 11, 23, 25, 26 and 27 for the scope of work furnished and installed under those divisions on which work in this division may be dependent.
- B. Conduits, wireways, connection boxes, pull boxes, junction boxes, AV floor boxes and outlet boxes permanently installed in floors, walls and ceilings.
- C. Audiovisual Contractor shall coordinate with Electrical Contractor on raceway/junction box locations for audiovisual equipment and routing of audio, video, control, and power cables/raceway from equipment, terminal and pull boxes to system equipment racks.
- D. All electrical breaker panels and power receptacles necessary to bring power to the audiovisual systems equipment racks and to devices in the project as indicated in the drawings.
- E. Room lighting fixtures, dimmers, power receptacle outlets, and interconnecting wiring for these circuits.
- F. Structural work, wall openings, platforms, railings, stairs, fire prevention and safety devices, rough and finished trim, painting and patching, drapes, carpets, floor coverings, computer floors, glazing, acoustical treatments, and heating, ventilating, and air conditioning systems unless noted otherwise.
- G. Moveable furniture, desks, and chairs.
- H. Manual and electric projection screens.
- I. Installation of motorized lifts as provided by the AV Contractor, if applicable.
- J. Installation and termination of Owner IT Network systems.
- K. Cutting, patching and painting of walls, unless damaged performing the work described herein.

1.5 COORDINATED WORK

- A. Coordinate with related trades to schedule the work and ensure a complete installation in accordance with the schedule outlined by the Owner.
- B. Coordinate all IP device requirements with the data vendor, Owner and Contractor.
- C. Coordinate all network connectivity requirements with the Low Voltage Cabling Contractor and Owner. Reference to Owner's General Conditions.
- D. Certain materials will be furnished, installed, or furnished and installed, under other sections of the Contract Documents. Examine the Contract Documents to ascertain these requirements.

1.6 **SUPPLEMENTAL GENERAL CONDITIONS**

- A. The Owner's General Conditions shall be considered as forming an integral part of the specification and shall be carefully examined before proposals for any work are submitted. Unless this section contains statements that are more definitive or more restrictive than those contained in the Owner's General Conditions, this specification shall not be interpreted as waiving or overruling any requirements expressed in the General Conditions. These conditions shall be considered supplementary.
- B. The Contractor shall be responsible for delivering a turnkey system to the Owner.
- C. The Contractor represents that they are familiar with and has expertise in the work of this nature and scope. The Contractor further agrees that he/she shall provide all work as may be required to make a complete job of that which may not be fully defined in the Contract documents. The NIC and OFE equipment and materials are specifically exempt from this requirement.
- D. The Contractor shall comply with all of the legal regulations, including OSHA safety regulations and regulations of municipal, city, local, and other government agencies having jurisdiction concerning the work of the Contractor. The Contractor shall give all notices and comply with all laws, ordinances, codes, rules, and regulations bearing on the conduct of the work. If the Contractor performs any work that is contrary to such laws, ordinances, codes, rules and regulations, he/she shall make all changes to comply therewith and bear all costs arising there from.
- E. All permits required for any part of the Contractor's work shall be procured and paid for by the Contractor. The Contractor shall determine all permits required and transmit this information to the design team.
- F. The Contractor warrants that he and his/her Subcontractors are licensed by the State and as required by local ordinances.
- G. The Contractor must state if he intends to utilize a Subcontractor and provide the Subcontractor's name and address to the OGS Facility Manager or designee. The Subcontractor shall comply with all the same rules, regulations, laws, codes, licenses, etc., as required by the Contractor and as specified herein. The design team reserves the right to approve or disapprove any Subcontractor proposed by Contractor.
- H. Prior to ordering equipment, the Contractor shall field verify all conditions, with respect to dimensions and placement of equipment. Any and all discrepancies from the contract documents shall be brought to the attention of the design team.
- I. The Contractor shall furnish software necessary to operate software controlled audiovisual subsystems, e.g., remote control system. This software shall, in every case, be provided by the manufacturer(s) of the subsystem, and if deemed suitable, shall be installed and tested prior to delivery of equipment at site.
- J. All of the Contractor's work shall be tested and inspected by all authorities having jurisdiction and in accordance with all specifications. The Contractor shall coordinate and cooperate fully and shall provide at no additional cost to the Owner, manpower, blueprints, facilities, scaffolds, etc., to reasonably assist the Inspectors.
- K. The project documentation is, in general, diagrammatic and/or been developed to communicate design intent. The Contractor shall coordinate the installation of all devices and/or equipment with the Owner prior to installation based on the existing field conditions.

- L. The Contractor shall examine the site and the Contract Documents and review with the Owner the designated areas of access, delivery, and storage for the Contractor's use. The Contractor agrees that such areas are satisfactory and sufficient for his/her needs in the prosecution of his work in conformance with the terms of this Contract.
- M. The Contractor, upon receiving notice from Owner that the Contractor has furnished inferior, improper or unsound work or materials (including equipment), or work or materials at variance with that which is specified, will, within 24 hours, proceed to remove such work or materials and make good all other work or materials damaged thereby, and, at the option of the Owner, the Contractor shall immediately replace such work or materials with work or materials as specified. The removal, replacement, and repair shall be performed at such times and with manpower sufficient, in the judgment of the Owner, so as to avoid disturbance to occupants, or other ongoing work for the project.
- N. If the Contractor does not remove such unsound work within a reasonable time, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, the Owner may, upon written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor and all expenses of the sale.
- O. The Owner shall have the authority at all times, until final completion and acceptance of the work, to inspect and reject work and materials which in its judgment are not in conformity with the drawings and details, room data sheets and specifications, and its decision in regard to character and value of work shall be final and conclusive on both contracting parties. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall at its election have the right to have said work or materials repaired or replaced, as well as the damage caused thereby, at the expense of the Contractor, at any time within one (1) year after the completion of the entire project, or within such longer period as may be covered by any guaranty; and neither payments made to the Contractor, nor any other acts of the Owner, shall be construed as evidence of acceptance, waiver, or estoppels.
- P. Any expense incurred by the Owner in connection with the foregoing, shall be borne by the Contractor, and the Owner may withhold money due to the Contractor or recover money already paid to the Contractor, to the extent of such expense.
- Q. The Owner reserves the right to furnish any materials necessary for the project.
- R. It shall be understood that specifications and drawings are complementary. Where there are conflicts within the documents, the design team shall be notified.
- S. To the extent that they govern the work, the program documents, specifications and drawings also govern change order work, if any.
- T. Certain details appear on the drawings for the work that are specified with regard to the dimensioning and positioning of the work. These are intended only for general information purposes. They do not obviate field coordination for individual items of the indicated work.
- U. Information as to general construction and architectural general construction and architectural features and finishes shall be derived from the structural and architectural drawings and specifications, may require ongoing coordination with the Architect.
- V. Ratings of devices, materials, and equipment specified without reference to specific

performance criteria shall be understood to be nominal or nameplate ratings established by means of industry standard procedures.

- W. It is the intent of the drawings and specifications to provide complete operating audiovisual systems. All work necessary to provide such a system shall be performed. Any discrepancies shall be brought to the attention of the design team.
- X. Include in the work all necessary supervision and issuing of all coordination information to any other trades who are supplying work to accommodate the audiovisual systems installation.
- Y. For items of equipment which are to be installed but not purchased as part of the work, the work shall include:
 - 1. Coordination of delivery.
 - 2. Unloading from delivery trucks.
 - 3. Safe handling and field storage up to the time of permanent placement in the project.
 - 4. Correction of any damage to the item(s).
 - 5. Mounting in place and connection(s) as specified.
- Z. Items which are to be installed but not purchased as part of the work shall be carefully examined upon delivery to the project. Claims that any of these items have been received in such condition that their installation will require procedures beyond the reasonable scope of the work will be considered only if presented in writing within one (1) week of the date of delivery to the project of the items in question. The work includes all procedures necessary to put in satisfactory operation all items for which no claims have been submitted as outlined above.
- AA. Structured cabling is specified to be provided by the Low Voltage Cable Contractor, the Audiovisual Systems Contractor shall identify the cable types, quantities, lengths, and final locations to be terminated and provide them to the Owner and the Low Voltage Cable Contractor to be provided and installed. It is the Contractor's responsibility to ensure that the information is complete and accurate. Any errors or omissions in the ordering information will be the responsibility of the Contractor.
- BB. The Contractor shall maintain an inventory of spare parts and other items critical to system operation and as necessary to meet the emergency service requirements of this Project within the local service center. The Contractor must be able to respond on-site within two hours.

1.7 STAFFING REQUIREMENTS

- A. Each bidder shall identify key personnel that will be assigned to this project including, but not limited to:
 - Project Executive
 - Project Manager
 - Systems Designer
 - Crew Chief/Superintendent/Lead Technician
 - Lead Installer

- Systems Programmer
 - Commissioning Agent
 - Trainer(s)
- B. Key personnel must be approved. The State reserves the right to accept or reject key personnel.
 - C. The Contractor shall have at least one supervisory employee on the key personnel possessing a certificate, from either ICIA or another recognized organization or institution, providing formal training in audiovisual engineering or installation.
 - D. The Contractor shall have at least one supervisory employee on the key personnel possessing a Bachelor or Master's degree in Electrical Engineering.
 - E. All employees used by the Contractor to install this system must be competent technicians who are experienced in the installation and interconnection of professional audiovisual systems.
 - F. The Contractor shall have local in-house engineering and project management capabilities consistent with the requirements of the work.
 - G. The Contractor shall provide a full-time project manager who is to be present on site at all times that work is actively in progress. This person shall be the same individual throughout the course of the project and shall be the person responsible for system programming coordination, preparation of Operation and Maintenance Manuals, training programs and schedules, test protocols, documentation of system testing, maintenance of record documentation and coordination and scheduling of all subcontract labor (as applicable). The design team reserves the right to approve the Contractor's Project Manager.
 - H. All programmers of DSP-based audio systems must be factory certified to program the DSP and have passed the manufacturer's training course. Note that it is insufficient for the audiovisual Contractor to be certified company-wide; the individual programmers must be certified.
 - I. By submitting a Bid, the Contractor thereby certifies that it is qualified in all areas pertaining to the work, either directly or indirectly. In the event the Contractor becomes unable to complete the work in accordance with the Contract Documents, or the satisfaction of the Owner or its representatives, due to a lack of understanding of equipment, systems or services required by the Contract Documents, it shall be the responsibility of the Contractor to retain the services of the applicable manufacturers' representatives to expeditiously complete the work in accordance with the Architect's and Construction Manager's construction schedule with no additional cost to the Owner.
 - J. The Contractor shall maintain, or establish and maintain, a fully staffed local office including a service center capable of providing comprehensive maintenance and service to the Audiovisual Systems in this scope of work. The Contractor shall staff the service center with factory trained technicians and adequately equip the office to provide service.
 - K. The Contractor shall provide AVIXA-certified technicians to install, commission, and maintain the work. All installation personnel shall be licensed as required by local and/or state jurisdictions.
 - L. The Contractor shall ensure compliance with, and have a thorough understanding of, all local codes and contract conditions pertaining to this Project.

1.8 AV DRAWINGS

- A. The drawings show the general layout and distribution of the various items of systems/equipment. However, layout of equipment, accessories and specialties are diagrammatic unless specifically dimensioned, and do not necessarily indicate every required device, part or similar items required for a complete installation. Consult the Architectural Drawings and details for exact locations of fixtures and equipment located in finished construction and/or surfaces. Where same is not definitively located, obtain the information from the Architect before proceeding by submitting a dimensioned submittal for review. Any reasonable changes in locations indicated shall be made by this Contractor without additional cost to the Contract.
- B. The Contractor shall follow the drawings in laying out the work and check drawings of all trades to verify spaces in which work will be installed. Maintain maximum headroom and, where space conditions appear inadequate, the Architect shall be notified before proceeding with the installation (See "Submittals" Article below).
- C. Specifications describe in general the quality and type of materials and equipment.
- D. The drawings show the various systems schematically. No added compensation will be permitted for variations due to field conditions.
- E. Where disagreements occur within the Contract Documents, the item or arrangement of better quality, greater quantity or higher cost shall be included in the Base Bid. Request, through the Construction Manager/General Contractor, clarification in writing from the Architect or Engineer on which item and manner in which the work shall be installed.
- F. Work not shown on the drawings but called for in the specifications, or vice versa, shall be provided by the Contractor without additional expense to the Owner.

1.9 BID SUBMISSION

- A. Equipment Costs
 - 1. The bid return shall include (using IFB Attachment 1 – Bid Proposal Form) detailed schedules of all equipment to be supplied. Unit pricing will be established for each piece of equipment on the Equipment Schedule. Equipment Schedules are provided herein under the Detailed Specifications. Copies of these schedules shall be used, with the appropriate price information added.
 - 2. The Design Team is not responsible for any formulas that may be resident in the schedule. The results of any calculations in the schedule are the sole responsibility of the Bidder.
 - 3. The design intent of the system may require equipment not listed in the attached schedule, but is indicated elsewhere in the contract documents, in either the drawings or the written specification. It is the sole responsibility of the Bidder to reconcile the contract documents with the equipment and labor required for this project.
 - a. If there is a conflict between the plans and quantities listed on any document, the Bidder shall propose the larger quantity.
 - b. It is the sole responsibility of the Bidder to verify the completeness of the Equipment Schedule.

- c. The Bidder shall notify the Design Team of all discrepancies in the documents. Any discrepancies not identified during the bidding process shall be the sole responsibility of the Contractor.
 - 4. Equipment costs shall reflect all required modifications and accessories. All substitutions for specified equipment shall be listed and priced individually on a separate page.
 - a. It is possible that device quantities may change over the course of this project.
 - b. In the event that quantities of certain devices should change over the course of the project the following shall be observed:
 - 1) The Contractor shall certify that the unit price shown shall be the guaranteed maximum price for that device over the duration of the project.
 - 2) Any deductions for equipment reductions, prior to taking delivery of the equipment, shall be at the unit price shown on the return provided by the Contractor.
 - 5. The Equipment Schedule shall be used for the bid returns. Any bids not submitted on the Schedule will not be considered.
 - 6. The non-equipment categories listed in this section below shall be used; no categories will be added.
 - 7. Any additional equipment required by the design intent of the system, but not listed in the equipment schedule, shall be entered on a separate sheet. Alternatively, these items may be added to the base schedule, as long as the item is in bold type.
- B. Labor and Non-Equipment Costs
- 1. Labor and other non-equipment costs shall be listed separately from the Equipment and Miscellaneous Materials costs. These non-equipment costs shall be detailed for each of the following categories:
 - a. AV Cable Pull Labor: Including all costs and materials associated with the installation of the low-voltage audiovisual cabling.
 - b. Pre-installation Rack Fabrication: Including all fabrication, modification, assembly, rack wiring, etc., performed on the Contractor's premises.
 - c. Installation Technician Labor: Including all costs and materials associated with the on-site physical installation and alignment of audiovisual equipment.
 - d. Field Engineering Labor: Including all on-site coordination and supervision of physical installation, device configuration, calibration, testing and commissioning, Owner training, etc. performed on the Owner's premises.
 - e. Control Programming: Including all control code development and configuration, graphical user interface development, debugging, and commissioning.
 - f. Audio Programming: Including all Audio Processor program development and optimization, system tuning, balancing and equalization

- g. Lighting and Shade Control Integration: Including all programming required to interface with third-party low-voltage Lighting and/or Shade Control systems
 - h. Project Management: Includes all responsibilities as outlined in Section 1.13 (Project Management), as well as all meetings, scheduling of personnel, coordination with trades, etc.
 - i. Engineering of Integration: Including all required designs, drawings, run sheets, instruction manuals, etc. Samples of acceptable drawings will be made available by the Consultant, if requested by the Bidders.
 - j. General and Administrative: Including all G & A expenses, shipping, insurance, and guarantees.
2. Taxes: Bidders shall verify with the administering agency the tax requirement for the project.

C. Schedule of Implementation

- 1. The tentative schedule of implementation is as follows:
 - a. Onboarding Process and Construction Meeting Attendance: May 2026
 - b. Shop Drawing/Submittal Review: May 2026
 - c. Installation of Infrastructure – 46th and 47th Floors: June/July 2026
 - d. Installation of Equipment/Software – 46th and 47th Floors: July/August 2026
 - e. Installation of Infrastructure – 45th Floor: February/March 2027
 - f. Installation of Equipment/Software – 45th Floor: March/April 2027
- 2. Installation services shall not begin until after security services are online.
- 3. The Contractor shall obtain from the Construction Manager projected dates when the relevant areas will be available for the on-site installation.
- 4. Within 15 days of notification of contract award, the Contractor shall provide a schedule of major project milestones to the Owner, Architect, and Consultant. The schedule shall show the following milestones, but may include others as required for overall site-work coordination:
 - a. Shop drawings and cut sheet submittals.
 - b. Initial Touch Panel layouts
 - c. Weekly status report to be reviewed and commented on by all Stakeholders.
 - d. Completion of AV Equipment IP list for Owner coordination with associated dates IP addresses will be required.
 - e. Required date for Owner meeting to review digital signage content.
 - f. Required date for receipt of Owner furnished digital signage content.
 - g. Room ready dates and criteria.
 - h. Delivery of materials to the work site for installation by others.
 - i. Delivery of major system components to the work site.
 - j. Required date for receipt of Owner furnished equipment and PC's.

- k. Required network turn-on date for audiovisual connectivity.
 - l. 50% completion of work by floor and by floor area.
 - m. 95% completion of work by floor and by floor area.
 - n. Completion of room run sheets (required prior to move-in).
 - o. Final punch list satisfaction.
 - p. Training Sessions.
 - q. Submittal of Final Documentation/As-Builts.
5. If the Contractor feels that he will have any problems with meeting the scheduled project milestone deadlines, he must inform the Owner, Architect, and Consultant at the earliest possible opportunity.

D. AV Project Deliverables and Acceptance Criteria

The awarded Contractor must complete IFB Attachment 4 – AV Project Deliverables and Acceptance Criteria form with proposed due dates. The project deliverables are required, and acceptance criteria must be met in order to achieve user acceptance.

E. Alternate Equipment

- 1. All bids shall be submitted based on the specified equipment. The Bidder may propose alternate equipment. However, all such proposals shall be submitted separately and will be identified as “alternates” with equipment costs shown separate and apart from the costs of the equipment “as specified”.
- 2. Proposals for alternate equipment will receive careful and equitable consideration if the differences do not depart from the overall intent of the design and operation of the system and are in the best interests of the Owner. All proposed alternate equipment shall work with the existing infrastructure.
- 3. All such proposals for alternate equipment shall be accompanied by full technical information, “cuts” and specifications for the equipment so proposed. The Bidder shall identify the substantive differences between the alternate and the specified equipment.

F. Exceptions and Proposed Modifications

- 1. Should the Bidder have recommendations, which will enhance the performance of the system, or reduce costs without loss of performance, reliability and durability, such recommendations shall be included with the bid submission. All suggestions that are of value to the Owner will be taken into consideration in the evaluation of the bid returns. All such proposals shall be made as “alternates”, with the appropriate cost modifications shown separate and apart from the costs of the system “as specified”. Pricing shall be on a line-item basis.
- 2. Any and all exceptions to these specifications and related drawings must be made with the bid submission. In the absence of exceptions, these specifications and related drawings shall be binding in letter and intent on the successful Bidder. It will further be assumed that the Bidder has examined the design and specifications in detail and is prepared to take full responsibility for the performance of the complete installation as designed and specified.

G. Sub-Contract Information

- 1. If the Bidder proposes to sub-contract portions of the work, such sub-contractors

shall be identified and their responsibilities and qualifications detailed in the Bidder's bid submission. The work as performed by a Subcontractor shall be considered as part of the Contractor's responsibility, with that work as part of the Contractor's statement. Any contract arising as a direct result of these proceedings shall be binding on the successful bidder.

2. The Contractor must identify the Electrical Contractor who will be performing the Electrical Installation, and their union affiliation. Typical installation labor will include:
 - a. Receiving a loading-dock delivery (from a union driver) and setting equipment in place.
 - b. Cable pulls and installation.
 - c. Equipment that is permanently attached to the building.

H. Sub-Contract Information

1. If the Bidder proposes to sub-contract the installation and wiring, or other portions of the work, the Bidder shall provide direct supervision of the sub-contracted work.
2. Because of the complexity of the systems, the supervision of such sub-contracted work cannot be intermittent but shall be continuous during the installation.
 - a. The Contractor returning the bid will be considered as the prime in respect of this and will hold full responsibility for the performance of the members of their team, including themselves and all other sub-contractors engaged in the performance of this contract.
3. No sub-contract will be permitted for the Contractor's responsibilities, as herein defined, unless specifically identified in the bid submission and approved by the Owner.
4. The Contractor shall have sole responsibility for the satisfactory implementation of each system, even though the Contractor may have sub-contracted a portion of the installation or had certain manufacturers install their own equipment.

1.10 QUALITY ASSURANCE - LABOR

- A. Work shall be done by persons skilled in this trade in strict accordance with the requirements and/or specifications of the manufacturers of the material being used.
- B. Obtain each type of screen required from a single manufacturer as a complete unit, including motor, controls, limit switches, necessary mounting hardware frames and any accessories required.
- C. Coordinate work with that of all other trades affecting, or affected by, work of this Section. Cooperate with such trades to assure steady progress of all work under Contract.
- D. All permits required for any part of the Contractor's work shall be procured and paid for by the Contractor. The Contractor shall determine all permits required and transmit this information to the Owner.
- E. The Contractor warrants that he/she is licensed by the State and/or as required by local ordinances.
- F. The Contractor must state if he/she intends to utilize a Subcontractor and provide the

Subcontractor's name and address. The Subcontractor shall comply with all the same rules, regulations, laws, codes, licenses, etc. as required by the Contractor and as specified herein. The Owner reserves the right to approve or disapprove any Subcontractor proposed by Contractor.

1.11 QUALITY ASSURANCE - MATERIAL

- A. All electrical equipment and materials shall have the listing of the Underwriters' Laboratories, Inc., and shall bear the labels attesting to UL listing, and types approved by the Municipal Departments having jurisdiction.
- B. All equipment shall be equal to or exceed the minimum requirements of TIA/EIA, IEEE, ASME, ANSI and Underwriters' Laboratories.
- C. The Contractor shall supply the latest model available at the time of order placement for each piece of equipment.
- D. The Contractor, upon receiving notice from Owner that the Contractor has furnished inferior, improper or unsound work or materials (including equipment) (whether worked or unworked), or work or materials at variance with that which is specified, shall, within twenty-four (24) hours, proceed to remove such work or materials and make good all other work or materials damaged thereby, and, at the option of the Owner, the Contractor shall immediately replace such work or materials with work or materials as specified. The removal, replacement and repair shall be performed at such times and with manpower sufficient, in the judgment of the Owner, so as not to avoid disturbance to occupants, or other ongoing work.
- E. If the Contractor does not remove such unsound work within a reasonable time, the Owner may remove it and may store the material at the expense of the Contractor. If the Contractor does not pay the expenses of such removal within ten (10) days' time thereafter, the Owner may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the Contractor and all expenses of the sale.
- F. The Design Team shall have the authority at all times, until Final Completion and acceptance of the work, to inspect and reject work and materials which in its judgment are not in conformity with the Drawings and Specifications, and its decision in regard to character and value of work shall be final and conclusive on both contracting parties. If the Owner permits said work or materials to remain, the Owner shall be allowed the difference in value or shall at its election have the right to have said work or materials repaired or replaced, as well as the damage caused thereby, at the expense of the Contractor, at any time within one year after the completion of the entire project, or within such longer period as may be covered by any guaranty; and neither payments made to the Contractor, nor any other acts of the Owner, shall be construed as evidence of acceptance, waiver or estoppel.
- G. Any expense incurred by the Owner in connection with the foregoing shall be borne by the Contractor, and the Owner may withhold money due to the Contractor or recover money already paid to the Contractor, to the extent of such expense.

1.12 SOFTWARE DOCUMENTATION AND OBLIGATIONS

- A. Title to, and exclusive ownership of, any software commissioned under this contract

shall at all times remain with the Owner. All source code becomes the exclusive property of the Owner.

- B. At the time of submitting the System to the Acceptance Tests, the Contractor will furnish media which will contain:
1. All source code pertaining to the System, where there is custom code.
 2. Instructions and full description of equipment required which will enable the Owner to create executable programs from source code.
 3. All executable programs.
 4. Instructions and full description of equipment required which will enable the Owner to prepare operating systems and other third-party Software as licensed hereunder for use.
 5. All source files for Web pages.
 6. Graphic files for all interface screens, if any.
 7. For any Software as purchased hereunder not developed by the Contractor all information, data, codes and documentation distributed to the Contractor and otherwise available to the Contractor.
 - a. When a third-party software developer has been employed and sub-contracted by the Contractor, the Contractor must demonstrate best effort in fulfilling these requirements. This best effort will be demonstrated to the Design Team by copies of correspondence between the Contractor and the third party stating the Contractor's request and giving the third-party statement of compliance or otherwise.
 8. One copy of the above documentation will be retained by the Design Team.
 9. One copy shall be delivered to the Consultant prior to the System Acceptance Tests. This copy will be retained by the Consultant.
- C. An acceptance test will be performed for a ten (10) day period, during which this changed or additional code must perform accurately and error free. During this acceptance test, if the Owner discovers an error in the coding or the logic of the software as supplied under the terms of this Agreement to the Owner, which prevents the system from performing in accordance with the performance requirements of this Specification, the Owner shall notify the Contractor of the error and upon request the Contractor will deliver to the Owner its analysis thereof accompanied by complete program, module, data listings and sample runs exhibiting and rectifying the error.
- D. In the event that adjustments are required, no program resident in a system shall be overwritten until a back-up of the resident program is made.
- E. The Owner shall assist the Contractor in its performance under the terms of this Specification by allowing the Contractor to use the Owner's System, data listings and sample runs to reproduce and/or correct the reported error and to install and check updated versions of the delivered Software licensed hereunder.
- F. The Contractor represents and warrants that it is the owner or Licensee of the supplied Software as licensed hereunder and has the right to permit the Owner to use the same. The Owner shall not be liable for any incidental or consequential damages, whether foreseeable or not, even if the Owner has been advised of the possibility of such damages, resulting from or in any way connected with the use of the supplied Software

as licensed hereunder.

- G. Subsequent to system acceptance, source code changes and/or additional programming, whether requested by the client or performed by the vendor, will be warranted by the vendor for a period of one (1) year, with the vendor responsible for the diagnosis and repair. The vendor shall ensure that the current program is saved to a physical media drive and stored as outlined.
- H. The Contractor shall defend any suit or proceeding brought against the Owner, and shall pay any adverse judgment entered therein, so far as such suit or proceeding is based upon a claim that the use of the Software as provided hereunder and furnished by the Contractor under this Agreement constitutes infringement of any copyright or patent, provided the Owner is promptly notified in writing and given authority, information and assistance (at the Contractor's expense) for the defense of same. The Contractor shall, at its own expense and at its option, procure for the Owner the right to continue to use the said Software as licensed hereunder, or to replace the same with a non-infringing release. The foregoing shall not be construed to include any agreement by the Owner to accept any liability whatsoever in respect to copyrights or patents for inventions including more than the Software as purchased and furnished hereunder, or in respect of copyrights or patents for methods and processes to be carried out with the aid of said Software as licensed hereunder, except those which are inherent in said System as furnished.
- I. The foregoing states the entire liability of the Contractor with regard to copyright and patent infringement as related to the delivered Software as licensed hereunder.
- J. Provided that the Owner has obtained, under the terms of this Specification or subsequent agreements, all items, such as but not limited to source code and compilers, required to modify the Software, the Contractor hereby grants the Owner the right to modify and to enhance the Software as supplied and licensed under the terms of this Agreement at its own risks and expense and further agrees such modifications and enhancements developed by the Owner to be the property of the Owner without prejudice to the rights of the Contractor to the basic Software. The Owner furthermore is under no obligation to notify the Contractor of any such modifications and enhancements.
- K. Any new version of Software as provided hereunder and delivered to the Owner by the Contractor during the warranty period, under the terms of this Specification which is deemed, and advised so by the Contractor, to rectify a failure which occurred during the operations of an event, will cause the warranty period for the Software as provided hereunder to restart.
- L. The Contractor warrants that all contracts, contacts and arrangements between the Contractor and all third party Software suppliers providing Software as licensed hereunder will transfer to the Owner with the successful completion of the Final Acceptance. The Owner will inform the Contractor of all its dealings with third party Software suppliers supplying software as licensed hereunder for the duration of the warranty period.
- M. The Contractor warrants that at no charge to the Owner it will reply to verbal queries from the Owner provided that:
 - 1. The queries relate to the System provided by the Contractor pursuant to this Specification.
 - 2. The query is raised by Owner's staff or an authorized agent of the Owner.

3. The query is during the Contractor's normal business hours.
4. The Owner's representative or employee has attended training in the use of the System as provided by the Contractor or is otherwise qualified.

1.13 PROJECT MANAGEMENT

- A. The Contractor shall provide a Project Manager to oversee and coordinate all activities on the Project. The State reserves the right to approve or disapprove the Project Manager.
- B. Project Manager's Duties and Responsibilities:
 1. The Contractor shall provide to the Owner, as a part of the prefabrication submittal, the name of the Project Manager that will provide all duties and responsibilities as specified herein, during the term of the project.
 2. The Project Manager shall maintain the ability to make all managerial decisions on behalf of the Contractor on a day-to-day basis and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project related correspondence on behalf of the owner.
 3. The Project Manager shall schedule and attend project management meetings, during which time all system related issues are discussed, scheduled, confirmed, and/or resolved.
 4. A weekly status report will be issued to all stakeholders for review and comment. The status report shall include:
 - a. Project information.
 - b. Contact information of all Stakeholders.
 - c. Consultant items to be addressed.
 - d. Integrator submission dates and details.
 - e. Procurement status.
 - f. Fabrication status.
 - g. Assembly and staging concerns and dates.
 - h. Field conditions on a space-by-space basis.
 - i. Installation status.
 - j. Client items.
 - k. Change order status.
 - l. Key milestones.
 - m. Follow-up meetings may occur to discuss the status report.
 5. The Project Manager shall be available within one (1) hour by telephone and must have the ability to arrive on-site within two (2) hours during the term of the project.
 - a. In the event that the Project Manager is not available within the allotted time frame, the Contractor may designate another employee to temporarily act as the Project Manager in all correspondence with the Owner.

- b. The Contractor shall ensure that any individual temporarily assuming the duties of the Project Manager is at equal or higher level in the Contractor's managerial chain of command.
- C. Upon notification by the Owner, of any project related installation issue, or issue that may contradict the Specifications as stated herein, the Project Manager shall respond to such issue, verbally and/or in writing within an eight (8) hour period.
 - 1. Responses to such issues as stated above shall include a clear understanding of the issue, along with a tentative plan of action, reflecting milestones and/or deadlines to resolve the issue.
 - 2. Where appropriate, the Project Manager shall follow-up their initial response with a written response to the issue within 24 hours of identification of the issue.
 - 3. Acceptance of System
- D. The Project Manager shall update the schedule on a weekly basis to reflect the status of each key milestone as the work progresses via the weekly status report.
- E. As the system installation progresses, the Project Manager shall be capable of discussing any/or all of the above mentioned items at the request of the Owner, and shall address each item, as it relates to the current status of the work.

1.14 REGULATORY AGENCIES

- A. Work shall be carried out in conformance with applicable Building codes, the requirements of OSHA and the applicable provisions of American Institute of Architects, American National Standards Institute, Construction Specifications Institute, National Electrical Manufacturers Association, National Fire Protection Association and Underwriter's Laboratories.

1.15 DESCRIPTION OF SYSTEMS

- A. It is the intent of these specifications to provide a complete working audiovisual system ready for the Owner's use. System acceptance shall be judged on the successful adherence to the installation instructions of this Specification.
- B. Any item not specifically shown on the drawings or called for in the specifications, but normally required to conform to the intent, are to be considered as part of the work.
- C. Any given item of equipment or material shall be the product of one manufacturer throughout the facility. Multiple manufacturers of any one item will not be permitted, unless specifically noted otherwise.
- D. These specifications are equipment and performance specifications and are considered to be one all-encompassing package with the drawings. Actual installation shall be as engineered by the Contractor with prior approval by the Design Team.
- E. Provide audiovisual devices and equipment with performance levels and capacities as noted herein.

1.16 SUBMITTALS

- A. The term "shop drawings" shall include layout, detail and assembly drawings, diagrams, schedules, catalogue sheets, printed descriptive matter and tabular and graphical presentations of operating and performance data that describe work required by the

Contract Documents and all accessories, options, etc. Catalogs and catalog sheets shall be clearly annotated indicating the specific items being proposed. Owner's manuals will not be included in the shop drawings.

- B. Prior to Final Acceptance, the following data shall be furnished in accordance with the conditions of the Construction Specifications Institute MasterFormat, Division 01 Specifications and this division of the specifications, and shall include, but not be limited to:
 - 1. Record drawings.
 - 2. Operation and maintenance manuals.
 - 3. Contractor coordination drawings.
- C. While the Contractor shall have access to the Engineer's drawings, neither these Engineer's drawings nor electronic files nor any other reproduced copy of the Engineer's drawings at any scale shall be used by the Contractor to generate any shop drawings. Shop drawings shall be completely drawn at the appropriate scale on clean sheets by this Contractor and/or any Subcontractor retained by this Contractor for any purpose on the project.
- D. Identify each sheet of printed submittal pages (using arrows, underlining or circling) to show applicable sizes, types, model numbers, ratings, capacities and options actually being proposed.
- E. Prefabrication Submittals
 - 1. No portion of the work shall commence, nor shall any equipment be procured until the Architect has approved the pre-fabrication submittals in writing.
 - 2. A letter of transmittal identifying the name of the Project, Contractor's name, date submitted for review, shall accompany pre-fabrication submittals and a list of items transmitted.
- F. Product data required as part of the pre-fabrication submittal shall include the following:
 - 1. Submit manufacturer's product data sheets for all materials and equipment proposed for use on the project sorted by room and indexed.
 - 2. Equipment schedules listing all system components, manufacturer, model number and the quantity of each.
 - 3. General functional descriptions for each system.
 - 4. Manufacturer's data specification sheets for all system components, including any warranty information.
 - a. Mark each product data sheet to show applicable choices and options (sheets containing more than one device or component model number shall be clearly marked to delineate items included in the work). Owner's manuals are not allowed.
 - b. Manufacturer's Data: For each manufactured device submit manufacturers' specifications and print photograph of the proposed device. Include engineering descriptions, principle of operation, application, and proposed model, style or size clearly indicated.
 - 5. A complete list of cable and wiring types, sizes, manufacturer, and model number.
 - 6. A complete list of finishes and sample graphics, including custom art work and

custom graphics (if applicable).

7. List of parts inventory to provide manufacturer recommended service and maintenance of the work.
8. AV Network Switches
 - a. Dedicated network switch(es) will be provided under this specification for all local AV network connections shown on the drawings.
 - 1) Network connections shown as 'To Client LAN' are used to indicate a device requires a connection to a device or service outside of the local AV network
 - b. Provide a list of all network connections for all AV devices with the following information:
 - 1) Device Port
 - 2) Device Name
 - 3) Device Type
 - 4) Manufacturer
 - 5) Model/Part #
 - 6) Installed Location (Room Name)
 - 7) MAC Address
 - 8) VLAN Name
 - 9) VLAN Description
 - 10) PoE Type (if any)
 - 11) IP Address
 - 12) Default Gateway
 - 13) Subnet Mask
 - c. Coordinate the information above with the Owner's IT Department
 - d. Coordinate all VLAN requirements and configurations with the Owner's IT department. It is anticipated that multiple AV VLANS will be required with one or more AV VLANs spanning the AV Network Switches specified under the AV System design and the larger Client IT network.

G. Shop Drawings shall include the following:

1. Detailed plan views and elevations of AV Control and/or Headend Rooms (in addition to relevant telecommunications rooms) showing raceway, sleeves, cable tray, cable paths, equipment racks, equipment cabinets, termination blocks, power receptacles and grounding bus bars.
2. Drawings to show evidence of coordination with other trades.
3. Cable run sheets denoting cable type, signal type, termination type, cable number designation, start point and end point.
4. Cable termination schedules showing cable transmission and device location. Provide schedules in printed and electronic format.

5. Floor plan drawings indicating device locations with device legends.
 6. System riser diagram with all devices, wire runs, and wire designations.
 7. Schematic block diagrams for each system showing all equipment, interconnects, data flow, etc.
 8. Wiring diagrams for each subsystem defining the interconnection of all inputs and outputs for all equipment
 9. AV Elevation and Mounting Details showing evidence of coordination with specific project architecture and conditions, and infrastructure. Generic details will not be accepted.
 10. AV Network topology Drawing including:
 - a. All AV Network field device types and locations
 - b. Network Switch device types and locations
 - c. All relative scope of responsibilities relative to device procurement and installation and cabling installation.
 11. Fabrication shop drawings for all custom equipment (if applicable)
 12. Plans and elevations of the Audiovisual equipment racks and/or custom furniture (including consoles, desks, and lecterns) quantifying all equipment to be mounted therein.
 13. The Contractor shall submit samples of any equipment components upon request of the Owner.
 14. Samples submitted shall be the latest version of equipment.
 15. It is the responsibility of the Contractor to confirm all dimensions, quantities, and the coordination of materials and products supplied by the Contractor with other trades. Approval of shop drawings containing errors does not relieve the Contractor from making corrections at their expense.
- H. Record Documentation shall include all information required in the pre-fabrication submittals but revised to reflect "as installed" conditions.
- I. General Description and Requirements
1. Submit Record Documentation in accordance with the Architect's construction schedule.
 2. Record Documentation shall consist of Record Drawings and Operation and Maintenance Manuals.
 3. Provide a letter of transmittal with Record Documentation identifying the name of the Project, Contractor's name, date submitted for review, and a list of items transmitted.
 4. Prior to the final acceptance of the work, submit two draft sets of the Record Drawings portion of Record Documentation to the Architect. The draft copy shall be used during the final acceptance testing by the Architect.
 5. Update all record documentation to reflect changes or modifications made during final acceptance testing as required and submit three blue/black lines and one reproducible set.
 6. Provide cable test results for all cables installed under this work, tested and

documented as described herein.

7. Provide Owner with Operation and Maintenance Manuals including wiring diagrams, parts lists, shop drawings and manufacturers' information on all equipment and cables provided by the Contractor. Manuals shall be provided in a high quality, 3-ring binder and completely indexed.
8. Provide Owner with all systems programming on electronic media. All programming and source code is to be considered as a work for hire and will be the property of the Owner upon completion of the project.

J. Record Drawings

1. Produce all Record "as-built" Drawings using the latest version of AutoCAD. Record drawings shall, at a minimum, include the following:
 - a. Floor plan drawings indicating device locations, with device legends indicating manufacturers and model numbers for each device
 - b. Floor plan drawings indicating wire routing, wire routing shall be delineated in straight line runs and be tagged with cable identification and terminal strip numbers to coincide with the installation
 - c. Mounting details for all equipment and hardware
 - d. Functional block diagrams for each subsystem
 - e. Wiring details showing rack elevations, equipment wiring and terminations, and inter-rack wiring
 - f. Wiring diagrams for all custom circuitry including interfaces to various control output controlled devices, lighting control interfaces, projections screens, operable window treatments, motorized doors/partitions, etc.
 - g. Wiring diagrams for each System, wiring diagrams shall be identical to those laminated and located within the door of
 - h. Typical point-to-point wiring diagrams for each piece of equipment and groups of equipment within the System
 - i. Layout details for each riser location, including Audiovisual panels, power supplies, junction boxes, conduit, and any other Audiovisual related equipment

K. Operation and Maintenance Manuals

1. Operation and Maintenance Manuals shall apply to all Audiovisual related devices, equipment and software modules.
2. Operation and Maintenance Manuals shall be formatted as follows:
 - a. Bind each manual in a hard-back loose-leaf binder.
 - b. Identify each manual's contents on the cover.
 - c. Provide a table of contents and tabulated sheets for each manual. Place tab sheets at the beginning of each chapter or section and at the beginning of each appendix if applicable.
 - d. Any hardware manual demonstrating more than one model number of device on any one page shall be clearly marked as to delineate which model has been implemented in the work.

3. Operation and Maintenance Manuals shall include, at a minimum, the following:
 - a. Operational description of each subsystem
 - b. Detailed programming descriptions for each subsystem
 - c. Explanations of subsystem interrelationships
 - d. Electrical schematics for each piece of equipment specified
 - e. Power-up and power-down procedures for each subsystem
 - f. Description of all diagnostic procedures
 - g. A menu tree for each subsystem
 - h. Setup procedures for each component of the subsystems
 - i. A list of manufacturers, their local representatives, and subcontractors that have performed work on the Project
 - j. Installation and service manuals for each piece of equipment
 - k. Maintenance schedules for all installed components
4. Operation and Maintenance Manuals shall include a separate section for each software program incorporated into the Project. The software section shall include, at a minimum, the following information:
 - a. Definitions of all software related terms and functions
 - b. Description of required sequences
 - c. Directory of all disk files
 - d. Description of all communications protocols, including data formats, command characters, and a sample of each type of data transfer
 - e. Instructions for manufacturer supplied report generation
 - f. Instructions for custom report generation
 - g. Database format and data entry requirements

1.17 MANUFACTURER'S RECOMMENDATION

- A. With the exceptions as specified and/or indicated on the Contract Documents, the Contractor shall provide or install equipment per manufacturer's current printed instructions and recommendations. Copies of such printed recommendations shall be kept at the project site and made available as required.
- B. Where the manufacturer's recommendations conflict with the Contract Documents, the conflict shall be brought to the Engineer's attention immediately

1.18 ARCHITECT'S AND/OR ENGINEER'S REVIEW

- A. The Architect and/or Engineer will review shop drawings and samples for conformance with the design concept of the project and the information contained in the Contract Documents.
- B. The Architect's and/or Engineer's review of shop drawings and samples is only for the convenience of the Owner in following the work and does not relieve the Contractor of

responsibility for deviations from the requirements of the Contract Documents.

- C. The Architect's and/or Engineer's review shall not be construed as a complete or detailed check of the work submitted, nor shall it relieve the Contractor of responsibility for errors of any sort in the shop drawings and samples, or from the necessity of furnishing any work required by the Contract Documents that may have been omitted from the shop drawing submittals. The review of a separate item shall not indicate review of the complete assembly in which it functions. Nothing in the Architect's and/or Engineer's review of shop drawings and samples shall be considered as authorizing:

1. A departure from the Contract Documents.
2. Additional expense to the Owner.
3. A deviation from code requirements.
4. Increased time for completion of the work.

- D. The Architect and/or Engineer will review shop drawings and samples with reasonable promptness and will return them to the Contractor stamped to indicate the appropriate action as follows:

1. "NO EXCEPTIONS TAKEN" means that fabrication, manufacture or construction may proceed, providing the submittal complies with the Contract Documents.
2. "MAKE CORRECTIONS NOTED" means that fabrication, manufacture or construction may proceed providing the submittal complies with the Architect's and/or Engineer's notations and the Contract Documents. A copy of the corrected submittal shall be returned to the Architect and/or Engineer for record. If for any reason the Contractor cannot comply with the notations, the Contractor shall resubmit as described for submittals stamped "REVISE AND RESUBMIT".
3. "REVISE AND RESUBMIT" means that the Contractor must comply with the Architect's and/or Engineer's notations and resubmit before fabrication, manufacture or construction may proceed. Submittals stamped in this manner are not permitted on the job site.
4. "REJECTED" means that the submittal does not comply with the Contract Documents and that fabrication, manufacture or construction shall not proceed. Submittals stamped in this manner are not permitted on the job site.
5. "REVIEWED" means that the submittal is comprised of data for a product/system for which we are not the Engineer of Record, and has been subjected only to a limited review for general conformance with project objectives. Submittals stamped in this manner need not be resubmitted unless review by the Architect or other Consultants has indicated otherwise.

- E. Procedure for Resubmitting

1. All comments by the Design Team, whether they require a resubmission or not, need to be responded to by the Contractor.
2. Make corrections or changes in O & M and/or Record Drawings as required by the Architect and resubmit when the Architect's stamp requires re-submittal.
 3. Clearly identify changes made other than those specifically requested by the Architect when resubmitting Record Drawings. Changes shall be clouded or similarly highlighted as coordinated with the Architect. Only changes that have been specifically requested by the Architect or have been clouded by the Contractor will

be reviewed on resubmittals.

4. Any drawing sheets added to the resubmittal shall be clearly identified and clouded and shall not change the sheet numbering scheme for previously issued Record Drawings.
5. The Contractor shall be responsible for any delays caused by the re-submittal process.
6. Re-submittal Review Fees
 - a. If the Architect rejects the Contractor's Record Submittal (Rejected, Revise, and Resubmit) more than two times, the Architect will be compensated for all subsequent reviews, whether partial or comprehensive. The amount of such compensation will be incorporated by Change Order and withheld from the Contractor's Application for Payment.

1.19 DELIVERY, STORAGE AND HANDLING

- A. Protect product from damage. Comply with all manufacturers' recommendations for handling, storage and protection.
- B. At all times, take all precautions to protect the work from damage.

1.20 WARRANTIES

- A. Systems Contractor shall provide a one year warranty for the work. The warranty shall cover all work, Systems, and subsystems against defects in materials and workmanship. The work as specified herein, including all materials and labor, but excepting any existing devices and equipment which are incorporated in the completed work, shall be warranted to be free from defects in design, workmanship, and materials. Further, the Contractor shall warrant that the completed Systems, including all components (except those, which are existing or provided by others), are of sufficient size and capacity to fulfill the requirements of the Specifications.
- B. The warranty shall be valid for a period of one year following the date of System acceptance by the Owner. System acceptance shall commence when all parts, components, sub-Systems, and Systems have been tested, shown to be working in accordance with the Specification, and approved by the Owner
- C. Warranty Service: In the event that defects in the materials and/or workmanship are identified during the warranty period, the Contractor shall provide all labor and materials as may be required for prompt correction of the defect.
- D. Provide written notice to the Owner documenting any work performed during the warranty period, including any preventative maintenance work performed.
- E. Provide advanced replacement loaner equipment that is fully compatible with the Audiovisual Systems for any equipment not field repairable.
- F. Loaner equipment for components that must be shipped to/from the manufacturer or distributor shall be on site and operational within 24 hours of the component failure. Furnish lists of equipment that will require shipment from the manufacturer or distributor and lead times associated with that equipment.
- G. Contractor shall warrant equipment to be free of defective components, faulty workmanship or improper adjustment for a period of one year from the date of Final

Acceptance.

- H. To maintain certain manufacturers' warranties, said equipment must be installed, aligned and serviced by those installers authorized by said manufacturer to perform those duties. If the Contractor is not authorized by said manufacturer, it is his sole responsibility to make the appropriate arrangements and bear all cost and consequences thereof.
- I. The Bidder shall include a statement of warranty on the entire system and on the individual pieces of equipment. The warranty on the entire system and individual pieces of equipment shall be for one year from final approval of the final phase, regardless of install date. This warranty shall obligate the Contractor to provide all equipment, material, and labor at no charge to the Owner, during the warranty period, in the event of a system or equipment malfunction.
- J. In cases where the manufacturer's warranty period is greater than the entire system warranty, the Contractor must be prepared to honor that warranty for the full extent of the manufacturer's warranty period. This shall exclude any labor costs incurred by the Contractor removing and re-installing the defective items for the full duration of the manufacturer's warranty period.
- K. In cases where the manufacturer's warranty period is less than the entire system warranty, the Contractor is liable for defects in the item up to, but not exceeding, the twelve-month warranty period on any Contractor provided items.
- L. The system warranty shall include a minimum of two (2) preventative maintenance visits per calendar year, to perform operation checks of the equipment, review generated log files, to clean video displays and other critical components as recommended by the respective manufacturers.
- M. All manufacturers' equipment warranties shall be activated in the Owner's name and shall commence on the date of system acceptance. In the case of Contractor-modified equipment, the manufacturer's warranty is normally voided. In such cases, the Contractor shall provide the Owner with a warranty equivalent to that of the original manufacturer.
- N. The Audiovisual Contractor shall respond via telephone within one hour to any request for service. This first contact should outline the nature of the problem or functional anomaly. The Contractor shall make available an individual knowledgeable with the installed system, and who can address specific system issues described by the system operators.
- O. The system warranty shall be an "on-site" warranty, with a twenty-four (24) hour response time. Telephone support shall be available between normal business hours, Monday through Friday.

PART 2 – PRODUCTS

2.1 GENERAL REQUIREMENTS

- A. All materials and components shall be new and of manufacturer's finest quality as appropriate to the application. Uniform materials and components shall be used throughout, and wherever possible, shall be field replaceable and commonly available.
- B. Products shall conform to applicable UL standards and to general electrical requirements.
- C. Refer to IFB Attachment 1 – Bid Proposal Form and IFB Attachment 2 – Section 2.3 Functional System Requirements for room list and equipment manufacturer and model specifications.

2.2 CONTROL SYSTEM REQUIREMENTS

- A. Control System User Interface
 - 1. All panels are to have the time and date as icons, in the same position on every page.
 - 2. All panels are to have a title, indicating the piece of equipment and/or functionality being controlled.
 - 3. No individual component shall be programmed to function atypically.
 - 4. Devices similar in nature shall be programmed to operate with a common format.
 - 5. Pages for source equipment shall conform to the following guidelines:
 - 1. Transport controls should be on the main device page.
 - 2. The primary transport controls, <Play>, <Stop> and <Pause> should be larger than the other transport controls.
 - 3. Buttons shall include both graphic images and text.
 - 4. A button shall be included for a pathway to device specific controls, including menus and advanced device functions.
 - 5. A button shall be included for a pathway to recording functionality. This shall include a single-bus control for the recording source.
 - 6. Final programming shall include capability to remotely control all functions of the audiovisual system. Individual device controls shall provide full manufacturer's functionality.
 - 7. Provide control capability for every function available on every piece of equipment being controlled by the system. Define and provide "macro" commands for the most used functions.
 - 8. Provide control panel layouts that are consistent from page to page. Whenever the same button appears on more than one page, it will be in the same position on each page.
 - 9. Functions used during a general presentation shall be accessible with a minimal amount of button presses/page flips.
 - 10. All power functions, or other destructive commands, activated by the users through the user interface shall be intercepted in the programming. The user shall be provided with the opportunity to cancel out the command prior to any actions being initiated and without disturbing the current operating model.
 - 11. Where feasible, multi-level access to controls should be implemented. All software

shall provide multiple levels of password protection. Initially three levels of security will be established and specific rights to program areas shall be assigned by user:

1. Level 1 shall allow user to operate the system, without a password. Control shall be limited to basic functionality directly affecting the space in which the control is located.
2. Level 2 shall be password protected, and allow user to modify system parameters and features listed in level 1.
3. Level 3 shall be password protected, and allow a technician access to set-up functions, source selection, etc.

B. Control System Hardware

1. Provide remote control of systems with an integrated master controller, which provides ports for IR/serial, RS-232/422/485, Ethernet, relay closures and input and output control card frames and rack mounted, of all dedicated audiovisual components.
2. Provide all required network equipment, including, but not limited to, routers, hubs, gateways, media converters, etc., for integration of the networked AV Control system with the Owner's existing LAN and control system.
3. When a choice of control protocols is available for a piece of equipment, the most secure and flexible one shall be used; i.e., RS-232 control, where available, shall be used in place of either infra-red or relay control.
4. All equipment utilizing a "toggled" power command are not to be powered on and off from the control system.

2.3 FUNCTIONAL SYSTEM DESCRIPTIONS

A. Typical 22P Conference Room

1. Displays

1. Front Wall 98" Flat Panel video monitor as primary display with articulating mounting bracket for ease of installation and maintenance.

2. Cameras

1. Two front-wall cameras mounted below the primary display.
 - i. (2) QSC NC-12x80 for zoom views of seats at table.
2. Auto-Camera Preset Recall (ACPR) function enabled by default during video calls.
 - i. 3-4 seat preset camera views are required.
 1. Camera views to the seats at the far-end of the table may include additional seats due to the small relative angle between each seat.
 - ii. The two PTZ cameras will operate together to make the automatic camera switching as seamless as possible.
 - iii. Default camera view will be a zoomed-out wide shot of the entire table. The Default camera view will be used when:

1. A meeting is starting

2. There is no active talker
 3. There are multiple simultaneous talkers
 4. When a participant at the perimeter of the room (not seated at the table) is the active talker
 - iv. If not all seats within a camera shot preset are occupied, the system will auto-frame the participants within the view to optimize the camera view.
 - v. To avoid camera movement when not in a call, ACPR shall be disabled when not in a video call and automatically enabled when a call is started.
 1. If ACPR is disabled manually, the default camera view will be used.
3. Microphones
1. (12) Fixed thru-table tabletop microphones will be used for audio pick-up at the table. Each microphone will trigger a specific camera preset, the system will auto-detect the active talker/microphone. Each microphone will include:
 - i. Cardioid mic element
 - ii. Touch Mute switch with LED element
 2. Mic LED States
 - i. Privacy Off – Green
 - ii. Privacy On – Red
 - iii. System Off – LED off
 3. System start default state will be Privacy Off.
 4. Speech reinforcement from the table microphones is required.
4. Loudspeakers
1. Ceiling loudspeakers zoned in pairs across the table from one another from front to rear.
 - i. Loudspeakers to be tapped at 60W
 2. A dedicated four-channel 70V amplifier will be installed in the central AV Rack.
5. Video Codec
1. A Crestron Flex UC-CX100-Z UC Engine running Zoom Rooms will be installed within the central AV rack.
 - i. Configured for single-screen mode
 - ii. The UC Engine includes an HDMI-to-USB3.0 converter for content ingest.
 2. An AV Encoder shall encode the UC Engine program video output to the AV Network and also provide USB camera feed from the camera system and USB Audio I/O from the Audio DSP to the UC Engine.
 3. An AV Decoder shall output a routable AV Source as a content feed to the UC Engine/content ingest converter.
6. Audio Processor

1. A central Audio Digital Signal Processor (DSP) shall be installed to manage all audio input and output signals. The Audio DSP is required to have the following:
 - i. Minimum (12) acoustic-echo cancellation channels, one per microphone channel routed to the far-end of a call
 - ii. 8 analog audio in, 8 analog audio out, 8 programmable audio in/out connections
 - iii. USB Audio and/or AV Bridging via USB-C connection
 - iv. 32x32 Dante I/O

7. Network & Control System

1. A dedicated AV Network switch will be installed at the AV Rack. The AV Network switch will remain isolated and not connect to the client IT network.
 - i. The AV Network switch shall be 10/100/1000BASE-T (RJ45) Ultra90 PoE++ capable. Refer to drawings for specific port counts and PoE budget requirements.
2. A Crestron CP4N will be installed as the AV Control Processor.
 - i. The primary LAN connection will connect to the AV Network switch.
 - ii. Pending client review, a secondary LAN connection, achieved via a USB-Ethernet adapter, will connect to the Client IT Network to allow AV Room Controls to be integrated on to the tabletop Zoom Rooms Control Panel.
3. A dedicated Zoom Rooms Control Panel shall be installed at the conference table connected to the Client IT Network for communication with the UC Engine.
4. A dedicated wall-mounted control panel, connected to the internal AV network, will provide all AV Room Control functions.
 - i. If the AV Control Processor is able to connect to both AV and IT networks, the AV Room Controls are able to be integrated on the Zoom Rooms control panel and the dedicated AV Control Panel would not be required.
5. A dedicated AV wireless access point will be installed within the room, connected to the AV Network switch for Field Engineer access to the AV network from within the space. This WAP is not intended to provide internet access.

8. Tabletop/Furniture Requirements

1. Two table hatch locations will each include HDMI and USB-C connections for laptop content inputs to the system.
 - i. The USB-C connection is required to have 60W charging capabilities.
 - ii. BYOD is required at the table hatch nearest the display.
2. One AV encoder shall be installed within the table, near each table hatch (2, total).
 - i. For each QSC NV-21-HU, provide a QSC NV-21-PSU power supply to enable device charging via the USB-C connection on the NV-21-HU.
3. The table hatch nearest to the Main Display will also include the Cat6 connection for the Zoom Rooms control panel.

4. AC power will be installed below the tabletop, provided by the EC/GC.
5. IT data connections will be installed below the tabletop, provided by the GC/IT.

9. Routable AV Sources

1. Laptop Front
2. Laptop Rear
3. Laptop Wireless (default Presentation/Content Share source)
4. Video Codec (default Video Call)
5. CATV Tuner

10. AV Equipment Rack

1. All rack-mounted equipment will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
2. Local credenza racks will not be utilized on this project.
3. Lighting and shade control interfaces are not required.
1. A fire alarm relay (provided by others) is required to be installed at the AV Equipment Rack for auto-shutdown of audio amplifiers in the event of an alarm.

B. **22P Training/Conference Room**

1. Displays

1. Front Wall 98" Flat Panel video monitor as primary display with articulating mounting bracket for ease of installation and maintenance.

2. Cameras

1. Two front-wall cameras mounted below the primary display.
 - i. (2) QSC NC-12x80 for zoom views of seats at table
2. Auto-Camera Preset Recall (ACPR) function enabled by default during video calls.
 - i. 3-4 seat preset camera views are required.
 1. Camera views to the seats at the far-end of the table may include additional seats due to the small relative angle between each seat.
 - ii. The two PTZ cameras will operate together to make the automatic camera switching as seamless as possible.
 - iii. Default camera view will be a zoomed-out wide shot of the entire table. The Default camera view will be used when:
 1. A meeting is starting
 2. There is no active talker
 3. There are multiple simultaneous talkers
 4. When a participant at the perimeter of the room (not seated at the table) is the active talker
 - iv. If not all seats within a camera shot preset are occupied, the system will auto-frame the participants within the view to optimize the camera view.
 - v. To avoid camera movement when not in a call, ACPR shall be disabled when

not in a video call and automatically enabled when a call is started.

1. If ACPR is disabled manually, the default camera view will be used.

3. Microphones

1. Two (2) Dante-enabled ceiling microphone arrays will be used for audio pick-up throughout the space. Each microphone will be capable of flexible coverage zones to accommodate various furniture configurations.
2. Mic LED States
 - i. Privacy Off – Green
 - ii. Privacy On – Red
 - iii. System Off – LED off
 - iv. System start default state will be Privacy Off
3. Speech reinforcement using the ceiling microphones is not required.

4. Loudspeakers

1. Ceiling loudspeakers zoned in pairs across the table from one another from front to rear.
 - i. Loudspeakers to be tapped at 30W
2. A dedicated four-channel 70V amplifier will be installed in the central AV Rack.

5. Video Codec

1. A Crestron Flex UC-CX100-Z UC Engine running Zoom Rooms will be installed within the central AV rack.
 - i. Configured for single-screen mode.
 - ii. The UC Engine includes an HDMI-to-USB3.0 converter for content ingest.
2. An AV Encoder shall encode the UC Engine program video output to the AV Network and also provide USB camera feed from the camera system and USB Audio I/O from the Audio DSP to the UC Engine.
3. An AV Decoder shall output a routable AV Source as a content feed to the UC Engine/content ingest converter.

6. Audio Processor

1. A central Audio Digital Signal Processor (DSP) shall be installed to manage all audio input and output signals. The Audio DSP is required to have the following:
 - i. Minimum (12) acoustic-echo cancellation channels, one per microphone channel routed to the far-end of a call
 - ii. 8 analog audio in, 8 analog audio out, 8 programmable audio in/out connections
 - iii. USB Audio and/or AV Bridging via USB-C connection
 - iv. Control Ports – 2x RS232, 8x GPIO in, 8x GPIO out
 - v. 32x32 Dante I/O

7. Network & Control System

1. A dedicated AV Network switch will be installed at the AV Rack. The AV Network switch will remain isolated and not connect to the client IT network.
 - i. The AV Network switch shall be 10/100/1000BASE-T (RJ45) Ultra90 PoE++ capable. Refer to drawings for specific port counts and PoE budget requirements.
2. A Crestron CP4N will be installed as the AV Control Processor.
 - i. The primary LAN connection will connect to the AV Network switch.
 - ii. Pending client review, a secondary LAN connection, achieved via a USB-Ethernet adapter, will connect to the Client IT Network to allow AV Room Controls to be integrated on to the tabletop Zoom Rooms Control Panel.
3. A dedicated Zoom Rooms Control Panel shall be installed at the credenza connected to the Client IT Network for communication with the UC Engine.
4. A dedicated wall-mounted control panel, connected to the internal AV network, will provide all AV Room Control functions.
 - i. If the AV Control Processor is able to connect to both AV and IT networks, the AV Room Controls are able to be integrated on the Zoom Rooms control panel and the dedicated AV Control Panel would not be required.
5. A dedicated AV wireless access point will be installed within the room, connected to the AV Network switch for Field Engineer access to the AV network from within the space. This WAP is not intended to provide internet access.

8. Furniture Requirements

1. Two floor box locations will allow select portable tables to include HDMI and USB-C connections for laptop content inputs to the system.
 - i. The USB-C connection is required to have 65W charging capabilities.
 - ii. BYOD is required at a laptop input at the credenza.
 - iii. AV Encoder/Transmitter devices and power supplies are required to be permanently installed to the underside of select tables. These table will connect to the floor box locations via Cat6A cables provided by the AVC.
 - iv. AV connections at the tables shall include HDMI and USB-C for video and BYOD functions.
 - v. Floor boxes will be provided by the GC/EC. The AV, power, and data plates and terminations will be provided by the respective contractors.
2. An AV wall plate shall be located behind the credenza for devices within the credenza and a grommet in the credenza top surface.
 - i. AV connections at the credenza shall include HDMI and USB-C for video and BYOD functions.
 - ii. AC power will be installed adjacent to the AV Wall Plate, provided by the GC/EC.
 - iii. IT data connections shall be installed adjacent to the AV Wall Plate, provided by GC/IT.

9. Routable AV Sources

1. Table #1 Laptop

2. Table #2 Laptop
 3. Credenza Laptop
 4. Laptop Wireless (default Presentation/Content Share source)
 5. Video Codec (default Video Call)
 6. CATV Tuner
10. AV Equipment Rack
1. All rack-mounted equipment will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
 2. Local credenza racks will not be utilized on this project.
 3. Lighting and shade control interfaces are not required.
 4. A fire alarm relay (provided by others) is required to be installed at the AV Equipment Rack for auto-shutdown of audio amplifiers in the event of an alarm.

C. Governor's Boardroom

1. Displays
 1. Front Wall 98" Flat Panel video monitor with articulating mounting bracket for ease of installation and maintenance.
 - i. Primary display when the room is used in the typical orientation.
 - ii. Secondary display when the room is used in the rotated orientation.
 2. Side Wall 65" Flat Panel video monitor with articulating mounting bracket for ease of installation and maintenance.
 - i. Primary display when the room is used in the rotated orientation.
 - ii. Secondary display when the room is used in the typical orientation.
2. Cameras
 1. Two front-wall cameras mounted below the 98" display. The front-wall cameras will only be used in the typical orientation.
 - i. (2) QSC NC-12x80 for zoom views of seats at table
 2. Two side-wall cameras mounted below the 65" display. Side wall cameras will only be used in the rotated orientation.
 - i. (2) QSC NC-12x80 for zoom views of seats at table.
 - ii. It is understood that the seats along the near-side length of the table will not be used/occupied in this orientation and do not need to be covered during video calls in the rotated orientation.
 3. Auto-Camera Preset Recall (ACPR) function enabled by default during video calls.
 - i. 3-4 seat preset camera views are required in the typical orientation.
 1. Camera views to the seats at the far-end of the table may include additional seats due to the small relative angle between each seat.
 - ii. 1-4 seat preset camera views are required in the rotated orientation.
 1. The center seat along the long side of the table will be designated as

the Governor's seat and will require a 1-seat preset. All other seats within the coverage area will utilize 1-4 seat camera shots, dependent on the camera angle.

- iii. In each orientation, the two PTZ cameras will operate together to make the automatic camera switching as seamless as possible.
- iv. Default camera view will be a zoomed-out wide shot of the entire table, or as much of the table as possible. The Default camera view will be used when:
 - 1. A meeting is starting.
 - 2. There is no active talker.
 - 3. There are multiple simultaneous talkers.
 - 4. When a participant at the perimeter of the room (not seated at the table) is the active talker.
- v. If not all seats within a camera shot preset are occupied, the system will auto-frame the participants within the view to optimize the camera view.
- vi. To avoid camera movement when not in a call, ACPR shall be disabled when not in a video call and automatically enabled when a call is started.
 - 1. If ACPR is disabled manually, the default camera view will be used.

3. Microphones

- 1. (12) Fixed thru-table tabletop microphones will be used for audio pick-up at the table. Each microphone will trigger a specific camera preset; the system will auto-detect the active talker/microphone. Each microphone will include:
 - i. Cardioid mic element
 - ii. Touch Mute switch with LED element
- 2. Mic LED States
 - i. Privacy Off – Green
 - ii. Privacy On – Red
 - iii. System Off – LED off
 - iv. System start default state will be Privacy Off
- 3. Speech reinforcement from the table microphones is required.

4. Loudspeakers

- 1. Ceiling loudspeakers zoned individually to allow flexibility in room orientation.
 - i. Loudspeakers to be tapped at 30W.
- 2. A dedicated eight-channel 70V amplifier will be installed in the central AV Rack.

5. Video Codec

- 1. A Crestron Flex UC-CX100-Z UC Engine running Zoom Rooms will be installed within the central AV rack.
 - i. Configured for single-screen mode.
 - ii. The UC Engine includes an HDMI-to-USB3.0 converter for content ingest.

2. An AV Encoder shall encode the UC Engine program video output to the AV Network and also provide USB camera feed from the camera system and USB Audio I/O from the Audio DSP to the UC Engine.
 - i. The output of the codec shall be routed to either or both displays, dependent on the orientation mode of the room.
 3. An AV Decoder shall output a routable AV Source as a content feed to the UC Engine/content ingest converter.
6. Audio Processor
1. A central Audio Digital Signal Processor (DSP) shall be installed to manage all audio input and output signals. The Audio DSP is required to have the following:
 - i. Minimum (12) acoustic-echo cancellation channels, one per microphone channel routed to the far-end of a call
 - ii. 8 analog audio in, 8 analog audio out, 8 programmable audio in/out connections
 - iii. USB Audio and/or AV Bridging via USB-C connection
 - iv. Control Ports – 2x RS232, 8x GPIO in, 8x GPIO out
 - v. 32x32 Dante I/O
7. Network & Control System
1. A dedicated AV Network switch will be installed at the AV Rack. The AV Network switch will remain isolated and not connect to the client IT network.
 - i. The AV Network switch shall be 10/100/1000BASE-T (RJ45) Ultra90 PoE++ capable. Refer to drawings for specific port counts and PoE budget requirements.
 2. A Crestron CP4N will be installed as the AV Control Processor.
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 - ii. Pending client review, a secondary LAN connection, achieved via a USB-Ethernet adapter, will connect to the Client IT Network to allow AV Room Controls to be integrated on to the tabletop Zoom Rooms Control Panel.
 3. A dedicated Zoom Rooms Control Panel shall be installed at the conference table connected to the Client IT Network for communication with the UC Engine.
 4. A dedicated wall-mounted control panel, connected to the internal AV network, will provide all AV Room Control functions.
 - i. If the AV Control Processor is able to connect to both AV and IT networks, the AV Room Controls are able to be integrated on the Zoom Rooms control panel and the dedicated AV Control Panel would not be required.
 5. A dedicated AV wireless access point will be installed within the room, connected to the AV Network switch for Field Engineer access to the AV network from within the space. This WAP is not intended to provide internet access.
8. Tabletop/Furniture Requirements
1. Two table hatch locations will each include HDMI and USB-C connections for laptop content inputs to the system.

- i. The USB-C connection is required to have 65W charging capabilities.
 - ii. BYOD is required.
- 2. One AV encoder shall be installed within the table, near each table hatch (2, total).
 - i. For each QSC NV-21-HU, provide a QSC NV-21-PSU power supply to enable device charging via the USB-C connection on the NV-21-HU.
- 3. The table hatch nearest to the Main Display will also include the Cat6 connection for the Zoom Rooms control panel.
- 4. AC power will be installed below the tabletop, provided by the EC/GC.
- 5. IT data connections will be installed below the tabletop, provided by the GC/IT.

9. Routable AV Sources

- 1. Laptop Front
- 2. Laptop Rear
- 3. Laptop Wireless (Default Presentation/Content Share source)
- 4. Video Codec (Default Video Call)
- 5. CATV Tuner

10. AV Equipment Rack

- 1. All rack-mounted equipment will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
- 2. Local credenza racks will not be utilized on this project.
- 3. Lighting and shade control interfaces are not required
- 4. A fire alarm relay (provided by others) is required to be installed at the AV Equipment Rack for auto-shutdown of audio amplifiers in the event of an alarm.

D. Governor's Office & Study

1. Displays

- 1. The Governor's Office shall include a 75" Flat Panel video monitor with articulating mounting bracket for ease of installation and maintenance.
- 2. The Governor's Study shall include a 55" Flat Panel video monitor with articulating mounting bracket for ease of installation and maintenance.
- 3. If fixed brackets are used, additional labor and service costs are required.

2. Videoconferencing System

- 1. An all-in-one Videobar shall be installed below the Governor's Office display. The Videobar shall include:
 - i. Four (4) speaker-tracking microphones and sixteen (16) microphones in a beamforming array
 - ii. Video camera with digital zoom and autoframing
 - iii. Three full-range loudspeakers for directional and stereo audio playback
 - iv. Audio processing including echo cancellation, noise suppression, automatic gain control, and dereverberation

- v. Built-in Video Codec running Zoom Rooms
 - vi. BYOD Passthrough mode
- 3. Microphones
 - 1. Included in Videoconferencing System
- 4. Loudspeakers
 - 1. Included in Videoconferencing System
- 5. Video Codec
 - 1. Included in Videoconferencing System
- 6. Audio Processor
 - 1. Included in Videoconferencing System
- 7. Network & Control System
 - 1. A Wall-mounted control panel shall be installed adjacent to the display.
 - 2. The Videobar will connect to the Client IT Network. A separate AV Network is not required.
 - 3. A separate AV Control Processor is not required.
 - 4. The Governor's Office and Study Displays shall be controlled using the manufacturer's IR Handheld remote provided with each display.
- 8. Tabletop/Furniture Requirements
 - 1. No AV equipment/connections are required to be integrated with the furniture.
- 9. AV Sources
 - 1. Laptop Wireless (default Presentation/Content Share source)
 - 2. Video Codec (default Video Call)
 - 3. CATV Tuner
 - i. The CATV Tuner shall be controlled via IR Handheld remote provided by the CATV Service Provider.
 - ii. An HDMI and IR Control extender kit shall connect the CATV Tuner directly to the Governor's Study display. The CATV Tuner will not be routable to the Governor's Office display.
- 10. AV Equipment Rack
 - 1. All rack-mounted equipment (CATV Tuner) will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
 - 2. Local credenza racks will not be utilized.
 - 3. Lighting and shade control interfaces are not required.

E. Typical Conference Rooms + Private Office Type A

- 1. Displays
 - 1. Each conference room shall have a display installed, sized based on distance from display to furthest viewer:

- i. 12P Conf Rm – 75” Display
 - ii. 6-8P Conf Rm – 65” Display
 - iii. 4-6P Huddle Rm – 50” Display
 - 2. If fixed brackets are used, additional labor and service costs are required.
- 2. Videoconferencing System
 - 1. An all-in-one Videobar shall be installed below the display. The Videobar shall include:
 - i. Four (4) speaker-tracking microphones and sixteen (16) microphones in a beamforming array
 - ii. Video camera with digital zoom and auto-framing
 - iii. Three full-range loudspeakers for directional and stereo audio playback
 - iv. Audio processing including echo cancellation, noise suppression, automatic gain control, and dereverberation
 - v. Built-in Video Codec running Zoom Rooms
 - vi. BYOD Passthrough mode with USB extender to tabletop
- 3. Microphones
 - 1. Included in Videoconferencing System
- 4. Loudspeakers
 - 1. Included in Videoconferencing System
- 5. Video Codec
 - 1. Included in Videoconferencing System
- 6. Audio Processor
 - 1. Included in Videoconferencing System
- 7. Network & Control System
 - 1. A tabletop control panel shall be installed and the conference table or workstation.
 - 2. The Videobar will connect to the Client IT Network. A separate AV Network is not required.
 - 3. A separate AV Control Processor is not required.
 - 4. The displays shall be controlled using the manufacturer’s IR Handheld remote provided with each display.
- 8. Tabletop/Furniture Requirements
 - 1. Connections required at table hatch:
 - i. HDMI – laptop video
 - ii. USB-C – laptop video (BYOD not required)
 - iii. RJ45 – Zoom Controller
- 9. AV Sources
 - 1. Laptop Wired (tabletop connection)

2. Laptop Wireless (via Zoom over IT Network, no separate wireless gateway required)
3. Video Codec (default Video Call)
4. CATV Tuner
 - i. The CATV Tuner shall be controlled via IR Handheld remote provided by the CATV Service Provider.
 - ii. An HDMI and IR Control extender kit shall connect the CATV Tuner directly to the display.

10. AV Equipment Rack

1. All rack-mounted equipment (CATV Tuner) will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
2. Local credenza racks will not be utilized.
3. Lighting and shade control interfaces are not required.

F. **Private Office – Type B, Type C**

1. Displays

1. Each Private Office shall have a display installed, sized based on relative size of the space and distance to furthest viewer:
 - i. Type B – 50” Display
 - ii. Type C – 43” Display
2. If fixed brackets are used, additional labor and service costs are required.

2. Videoconferencing System

1. None

3. Microphones

1. None

4. Loudspeakers

1. Built-in Display Loudspeakers

5. Video Codec

1. None

6. Audio Processor

1. None

7. Network & Control System

1. The display shall be controlled using the manufacturer’s IR Handheld remote provided with each display.

8. Tabletop/Furniture Requirements

1. No AV equipment/connections are required to be integrated with the furniture.

9. AV Sources

1. CATV Tuner

- i. The CATV Tuner shall be controlled via IR Handheld remote provided by the

CATV Service Provider.

- ii. An HDMI and IR Control extender kit shall connect the CATV Tuner directly to the display.

10. AV Equipment Rack

1. All rack-mounted equipment (CATV Tuner) will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
2. Local credenza racks will not be utilized.
3. Lighting and shade control interfaces are not required.

G. **Law Library (Mobile Cart)**

1. Displays

1. All-in-one 65" Collaboration Display with touch screen and built-in codec, camera, microphones, and loudspeakers
2. Portable display cart

2. Microphones

1. Built-in with Display

3. Loudspeakers

1. Built-in with Display

4. Video Codec

1. Built-in with Display

5. Audio Processor

1. Built-in with Display

6. Network & Control System

1. The all-in-one Display will require a connection to the Client IT network.
2. No additional AV Network or Control System is required.

7. Tabletop/Furniture Requirements

1. No AV equipment/connections are required to be integrated with the furniture.

8. AV Sources

1. Laptop HDMI – users will connect video output from laptops directly to the display.

9. AV Equipment Rack

1. No rack-mounted AV equipment is required for this system.
2. Lighting and shade control interfaces are not required.

H. **Media Wall**

1. Displays

1. One large-format 110" Flat Panel video monitor with articulating mounting bracket for ease of installation and maintenance.

2. Microphones

1. None
3. Loudspeakers
 1. Ceiling loudspeakers to be tapped at 30W.
 2. A dedicated four-channel 70V amplifier will be installed in the central AV Rack.
 - i. Loudspeakers to be zoned using three channels.
4. Video Codec
 1. None
5. Audio Processor
 1. A central Audio Digital Signal Processor (DSP) shall be installed to manage all audio input and output signals. The Audio DSP is required to have the following:
 - i. 8 analog audio in, 8 analog audio out, 8 programmable audio in/out connections
 - ii. 64x64 network audio channels (Q-LAN/AES67), 32x32 Dante audio channels
6. Network & Control System
 1. A dedicated AV Network switch will be installed at the AV Rack. The AV Network switch will remain isolated and not connect to the client IT network.
 - i. The AV Network switch shall be 10/100/1000BASE-T (RJ45) Ultra90 PoE++ capable. Refer to drawings for specific port counts and PoE budget requirements.
 2. A Crestron CP4N will be installed as the AV Control Processor.
 - i. The primary LAN connection will connect to the AV Network switch.
 3. A dedicated wall-mounted control panel, connected to the internal AV network, will provide all AV Room Control functions.
 4. A dedicated AV wireless access point will be installed within the room, connected to the AV Network switch for Field Engineer access to the AV network from within the space. This WAP is not intended to provide internet access.
7. Video Processor
 1. A video windowing processor shall be provided to allow four sources to be simultaneously displayed on the flat panel video monitor.
 - i. Users will be able to switch between the following modes:
 1. Single CATV tuner, fullscreen
 2. Laptop input, full screen
 3. Four (4) CATV tuners, quad-split
 4. Three (3) CATV tuners + laptop input, quad-split
 2. The audio output shall follow the primary video source when multiple sources are displayed simultaneously.
 - i. Audio associated with all sources displayed shall be selectable.
8. Tabletop/Furniture Requirements

1. No AV equipment/connections are required to be integrated with the furniture.
9. AV Sources
1. Laptop HDMI Input via floor penetration – users will connect video output from laptops to AV encoder which will in turn route to the display.
 2. Four (4) CATV Tuners installed at the central AV Rack.
10. AV Equipment Rack
- a. All rack-mounted equipment will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
 - b. Local credenza racks will not be utilized on this project.
 - c. Lighting and shade control interfaces are not required.
 - d. A fire alarm relay (provided by others) is required to be installed at the AV Equipment Rack for auto-shutdown of audio amplifiers in the event of an alarm.
- I. **Pantry, Café, Reception Displays**
1. Displays
 - a. One 65” Flat Panel video monitor with articulating mounting bracket for ease of installation and maintenance.
 - b. If fixed brackets are used, additional labor and service costs are required.
 2. Videoconferencing System
 - a. None
 3. Microphones
 - a. None
 4. Loudspeakers
 - a. Built-in Display Loudspeakers
 5. Video Codec
 - a. None
 6. Audio Processor
 - a. None
 7. Network & Control System
 - a. The display shall be controlled using the manufacturer’s IR Handheld remote provided with each display.
 8. Tabletop/Furniture Requirements
 - a. No AV equipment/connections are required to be integrated with the furniture.
 9. AV Sources
 - a. CATV Tuner
 - i. The CATV Tuner shall be controlled via IR Handheld remote provided by the CATV Service Provider.
 - ii. An HDMI and IR Control extender kit shall connect the CATV Tuner directly

to the display.

10. AV Equipment Rack

- a. All rack-mounted equipment (CATV Tuner) will be installed within a full-height rack in a central IT/Telecom Room with adequate power and cooling.
- b. Local credenza racks will not be utilized.
- c. Lighting and shade control interfaces are not required

J. **Press Room Suite**

This section will address the rooms immediately associated with the Press Room functions including the Press Room, Control Room, Green Room, and Breakout Room.

Press Room

1. Displays

- a. Two (2) 75" flat panel displays on portable carts shall function as the primary displays.
 - i. The main location for the 75" displays shall be on either side of the dais flanking the primary presentation area.
- b. Two (2) 55" on short portable carts shall function as confidence monitors for presenters at the dais.
 - i. The confidence monitors shall be positioned on the floor level in front of the dais, facing back towards the presenters rather than the audience.
- c. An AV decoder shall be provided with each display and installed permanently on each portable cart to provide a routable video output to each display from the AV Network using the available Cat6a connections at the AV Wall Plate and Floor Box locations throughout the room.

2. Video Camera Systems

- a. Three (3) wall-mounted 4K broadcast PTZ cameras shall function as the primary cameras for typical events.
 - i. Provide two PTZ cameras installed at the rear of the space, centered on the dais.
 1. One rear camera shall be used for a wide shot of the entire front of room/dais.
 2. One rear cameras shall be used for close up shot of active talker and other participants at the dais.
 - ii. Provide one PTZ installed at the front of the space for a general view of the audience/seating area. This camera will be used during Q&A sessions or when other overall room camera shots are needed.
 - iii. Each PTZ camera shall include:
 1. Image Sensor: 1.0-type Exmor RS CMOS
 2. Effective Pixels: Approx. 20.9 megapixels, total, 14.0 megapixels effective maximum
 3. Video Output Resolutions:

- a. UHD 4K: up to 3840 × 2160p at 59.94/50/29.97/25 fps
 - b. Full HD: up to 1920 × 1080p/i at 59.94/50/29.97/25 fps
- 4. Minimum Illumination: Approx. 0.3 lx (typical, with gain)
- 5. Dynamic Range: HDR (HLG, S-Log3 support)
- 6. Lens: Integrated zoom lens, 20x optical zoom (approx. 30x in HD with Clear Image Zoom), f/2.0–f/3.8
- 7. Horizontal Field of View: ~70° wide end
- 8. Focus: Auto / Manual selectable
- 9. Image Stabilization: Optical and electronic stabilization modes
- 10. Pan Range: ±175°
- 11. Tilt Range: –30° to +210°
- 12. Pan Speed: up to 180°/sec
- 13. Tilt Speed: up to 180°/sec
- 14. Quiet Operation: Low mechanical noise for studio and live event use
- 15. Video Outputs:
 - a. 12G-SDI (4K up to 60p)
 - b. 3G-SDI (HD)
 - c. HDMI 2.0
 - d. IP streaming (NDI|HX, RTSP, RTMP, SRT supported)
- 16. Control Interfaces
 - a. IP (VISCA over IP, NDI|HX)
 - b. RS-422 serial control (VISCA protocol)
 - c. BNC Genlock Input
- 17. Tally Lamp
- 18. Audio: Embedded via SDI/HDMI/IP
- 19. IP Streaming Protocols: NDI|HX, RTMP, RTSP, SRT
- 20. PoE++ Support: Single-cable power, control, and video (with compatible network switch)
- 21. Web Control Interface: Remote setup, operation, and monitoring via browser
- 22. Wall-mount bracket
- b. One (1) ENG-type broadcast studio camera mounted on a tripod centered on the dais shall function as a supplementary camera for special events. The broadcast camera shall include the following:
 - i. Single 2/3" 4K CMOS sensor
 - ii. 8.3MP (3840x2160) pixel resolution
 - iii. Adjustable gain: -6 to +12 dB, in 3dB increments.

- iv. Sensitivity: f/10 at 2000 lux, 3200 K (for 59.94 Hz); f/11 at 50 Hz
 - v. Signal-to-Noise Ratio: -62 dB
 - vi. Lens Mount: B4 bayonet—compatible with standard 2/3" broadcast lenses.
 - vii. Zoom Lens: 20× optical zoom, focal length 8.2–164 mm, maximum aperture f/1.9, minimum aperture f/16, and minimum focus distance ≈90 cm.
 - viii. Focus Control: Supports both autofocus and manual focus, with advanced features such as Dynamic Contrast (UMBRA Function) and ARIA (automatic lens correction) to assist performance and image quality.
 - ix. Color Space: Supports wide-color gamut BT.2020—suitable for UHD HDR broadcasting.
 - x. HDR Support: natively supports HLG and S-Log3 formats, compatible with Sony's SR Live HDR workflow—enables high dynamic range capture and broadcast integration.
 - xi. Auto Iris & Scene Files: Robust auto iris and scene file recall via front panel/CCU streamline exposure control.
- c. Provide head-end camera control unit (CCU) for 4K signal connection to ENG-broadcast camera. The CCU shall include:
- i. Supported Video Formats:
 - 1. UHD 4K: 2160p at 59.94, 60, and 50 fps (via 12G-SDI)
 - 2. HD: 1080p/i at 59.94, 60, 50 fps; 1080 PsF formats at 23.98, 24, 29.97 fps
 - ii. SDI Output Capabilities:
 - 1. Dual 12G-SDI outputs for UHD 4K workflows.
 - 2. Four 3G-SDI/HD-SDI outputs for HD or multi-channel feed distribution.
 - iii. Camera Link: Optical fiber connection via Neutrik connectors
 - 1. Power Supply Range: Up to approximately 300 m over CCFN hybrid cable.
 - 2. Fiber Extension Option (HXCE-FZ90)
 - iv. Control Channels:
 - 1. Intercom/Tally/Program: via D-sub 25-pin connector (supports Clear-Com, 4-Wire, RTS—signal levels supported).
 - 2. Additional Connections: Remote (8-pin), Trunk (12-pin), LAN-COM (RJ-45) for integrated control and networking.
 - v. Audio Output:
 - 1. Dual XLR outputs for program audio at selectable levels (0 dBu / -20 dBu / +4 dBu).
 - vi. Reference Signals:
 - 1. Reference Input: BNC connectors for tri-level sync (HD) or black burst (SD).

2. Prompter Input / Loop-through: BNC, VBS format
 3. Character / Sync Inputs: BNC inputs for embedded on-screen characters or sync signals.
- vii. The CCU shall connect video, audio, intercom, and tally light control from the control room to the broadcast camera.
- d. Provide quick-release tripod mount for broadcast camera.
 - e. Provide permanent 4K upgrade license for broadcast camera.
 - f. Provide semi-servo control conversion kit to enable both manual and servo zoom/focus capabilities.
 - g. Provide heavy-duty carbon fiber tripod supporting up to 209lb with adjustable height of 28.7" to 68.5" and overall weight of 8.8 lbs.
 - i. Balancing Precision - 16-step counterbalance + Boost Button for fast, accurate setup.
 - ii. Movement Control - 7 levels of drag horizontally & vertically, plus zero setting.
 - iii. Tilt Capability - Wide tilt span from +90° to -70°.
 - iv. Range of Motion - 120 mm sliding plate; 100 mm bowl base
 - v. Operational Durability: -40 °C to +60 °C range; robust carbon fiber construction
 - vi. Portability: Weighs ~9.9 kg / 21.8 lb total; collapsible to 94 cm for transport.
 - vii. Stability Support: Mid-level spreader, quick clamps, rubber feet, carrying bag included.
 - h. A teleprompter system shall be installed with the ENG studio camera, the teleprompter system shall include:
 - i. 19" high-brightness, up to 1500 nit, 1920x1080 resolution video monitor with tripod monitor mounting hardware including counter-balance, 3" riser, and 6" extension rods.
 1. The prompter hardware shall be compatible with pedestal, tripod, and robotic camera systems.
 2. The system shall include lightweight prompter hoods and frames constructed of durable aluminum for stability without adding excessive load to the camera support system.
 - ii. Teleprompter glass shall be of broadcast-quality, low-iron beam splitter type, with 70/30 light transmission for optimal camera imaging and operator readability.
 - iii. Prompting software interface device with rack-mount shall connect to the Prompting PC via USB and the Teleprompter video monitor via HD-SDI.
 - iv. Teleprompter software package
 1. The prompting software shall provide script creation, editing, and scrolling control in real time.
 2. The system shall allow multiple operator inputs, including USB hand

controllers, foot pedals, and IP based remote control.

3. The software shall be compatible with Windows and macOS platforms with newsroom integration via MOS protocol and standard file import – TXT, DOCX, RTF.
4. Operator shall be able to adjust scroll speed, font size, color, and mirroring options without interruption to the live feed.
- v. Auto-scroll speech prompting software license
- vi. A dedicated Owner Furnished PC will be provided to run the Teleprompter and auto-scrolling software.

3. Microphones

- a. Sixteen (16) portable gooseneck microphones with wired desktop bases shall be provided for talkers at the dais, as needed.
 - i. Multiple microphone inputs shall be provided at the dais via floorboxes and throughout the room on in-wall AV boxes.
 - ii. The microphones shall include the following:
 1. Microphone Type: Electret condenser
 2. Polar Pattern: Cardioid (unidirectional)
 3. Frequency Response: 50 Hz – 17 kHz (tailored for speech clarity)
 4. Open Circuit Sensitivity: –35 dBV/Pa (17.8 mV) at 1 kHz
 5. Equivalent Self-Noise: 28 dB SPL, A-weighted
 6. Signal-to-Noise Ratio: 66 dB at 94 dB SPL, A-weighted
 7. Maximum SPL (1 kHz at 1% THD): 123 dB SPL
 8. Dynamic Range: 94 dB
 9. Output Impedance: 180 Ω
 10. Power Requirements: 11–52 VDC phantom power, 2.0 mA typical
 11. Output Connector: XLR, 3-pin male
 12. Microphone Length: 18 in (45.7 cm) flexible gooseneck
 13. Desktop Base: Weighted, with rubber isolation for shock and vibration rejection.
 14. Switching: Programmable membrane switch with logic output for remote control / status.
 15. LED Indicator: Bi-color (red/green) LED to indicate mute/live status.
 16. Cable Exit: Bottom-mounted XLR connector
 17. Interference Protection: CommShield® RF filtering to guard against interference from mobile devices and RF transmitters.
 18. Shock Isolation: Internal vibration isolation to minimize mechanical noise.
 19. Mounting: Integrated desktop base, compatible with permanent or temporary conference installations.

20. Application Suitability: Designed for podiums, boardrooms, conference tables, broadcast desks, and lecture environments.
- b. Multiple ceiling microphone arrays shall be installed to support conference room configurations such as round table meetings. Each ceiling microphone array shall include:
- i. Coverage Area: Up to 30 × 30 ft (9 × 9 m) per unit
 - ii. Pickup Zones: Up to 8 simultaneous Steerable Coverage™ zones or Automatic Coverage™ mode
 - iii. Frequency Response: 125 Hz – 20 kHz (speech optimized)
 - iv. Dynamic Range: 77.5 dB (typical, A-weighted)
 - v. Self-Noise (Equivalent Input Noise): 18.24 dB SPL, A-weighted
 - vi. Maximum SPL: 95.74 dB
 - vii. Steerable Coverage™ Technology: Configurable pickup lobes or automatic coverage
 - viii. Automatic Coverage™: Detects and adapts pickup to active talkers in a defined area.
 - ix. Onboard DSP: IntelliMix® technology providing:
 1. Automatic gain control (AGC)
 2. Noise reduction
 3. Echo cancellation (AEC compatibility via external DSP)
 4. Automatic mixing of multiple lobes/zones.
 5. Mute Control: Discrete mute control and LED status indication via software or third-party control systems.
 6. Networked Audio Protocols: Dante™ digital audio (32 bidirectional channels), AES67 compatible
 - x. Connector: Single RJ45 with locking EtherCon
 - xi. Power Requirements: PoE (Class 0)
 - xii. Control Interfaces:
 1. Shure Designer software for setup and configuration.
 2. AMX / Crestron / Extron / Q-SYS control system integration via API.
 3. Web-based browser interface for remote monitoring and control.
 - xiii. Form Factor: Square ceiling array microphone, low-profile installation
 1. Dimensions: 23.378 in × 23.378 in × 2.23 in
 2. Weight: Approx. 11.75 lbs
- c. Wireless microphone antennas shall be provided to support a multi-channel RF wireless microphone system. Refer to the Control Room section for additional information on the wireless microphone system.
- d. Provide one passive, portable audio distribution break out box (Press Box) with one line level input and twenty-four mic level outputs. The Press Box shall include:

- i. Transformer Isolation: Each output is transformer isolated using Whirlwind TRSP-2F transformers, providing excellent interchannel isolation and ground lifting to eliminate noise problems.
- ii. Input Requirements: Line-level signal must be provided into this passive press box; a microphone directly into the input will not provide enough signal level for proper operation.
- iii. Construction: Rugged, cold-rolled steel housing with a convenient carrying handle for portability

4. Loudspeakers

- a. Remote powered surface-mounted point source loudspeakers shall be installed at the soffit above the front of the room to provide primary audio reinforcement. The system shall provide high-quality audio for foreground speech reinforcement and program audio playback.
 - i. Frequency Response: Each loudspeaker shall have a frequency response of 135 Hz – 17 kHz \pm 4 dB.
 - ii. Maximum SPL: Each loudspeaker shall provide a maximum peak SPL of 111.5 dB at 1m.
 - iii. Dispersion: The horizontal and vertical coverage angle shall be 80° × 80° above 3kHz and 120°x 120° below 2kHz.
 - iv. Distortion: Total harmonic distortion (THD) shall not exceed 1% at rated power.
- b. Distributed 70V ceiling loudspeakers shall provide supplemental audio coverage throughout the room. The system shall provide high-quality audio for background music and speech reinforcement.
 - i. The loudspeakers shall deliver a frequency response of approximately 55 Hz – 20 kHz (-10dB).
 - ii. The system shall provide a maximum continuous SPL of at least 106 dB, with peaks up to 112 dB SPL at 1 meter.
 - iii. The system shall offer uniform 135° coverage for wide-area sound distribution.
 - iv. The loudspeakers shall include selectable transformer taps for line-matching without tools.
 - v. The enclosure shall be constructed of rigid polymer with a corrosion-resistant metal grille.
 - vi. The system shall include hardware for pendant or suspended ceiling installation.
 - vii. To support various room configurations and microphone positions, the distributed loudspeakers shall be zoned as individual loudspeakers.
- c. Both point-source and distributed loudspeakers shall be used for program audio playback and speech reinforcement for typical events utilizing the dais.
- d. For conference events using a central table within the room, only the distributed ceiling loudspeakers are required to be used.

5. Intercom System
 - a. Two (2) wireless intercom IP transceivers shall be installed to support wireless intercom coverage throughout the Press Room and supporting spaces. Refer to the Control Room section for additional requirements.
6. Audio Processor
 - a. Refer to the Control Room section for additional requirements.
7. Network & Control System
 - a. Refer to the Control Room section for additional requirements.
8. Tabletop/Furniture Requirements
 - a. No AV equipment/connections are required to be integrated with the furniture.
9. AV Sources
 - a. Portable AV encoders shall be provided to allow user laptops to connect to the system using the available AV Wall Plate or AV Floor Box Cat6a connection points.
10. AV Equipment Rack
 - a. Refer to the Control Room section for additional requirements.

Control Room

The Control Room is located adjacent to the Press Room at the rear with a large window for visual connection to the Press Room and dais. The Control Room shall include a modular worksurface capable of accommodating up to four (4) operators, desktop video and audio monitors, intercom equipment, AV control surfaces, and AV cable management and power distribution. The four operator positions shall be:

- Video Control
- Camera Control
- Audio Control
- Technical Director

Two (2) full-height AV equipment cabinets shall be installed within the Control Room housing all necessary head-end rack-mounted equipment.

1. Video Displays
 - a. Six (6) desktop 27" 4K UHD video monitors shall be installed at the worksurface.
 - i. Two (2) for each video and camera operators, one (1) for each audio and technical director positions.
 - ii. Cabling to support additional future video monitors shall be installed between the AV cabinets and worksurface.
 - iii. 3840 x 2160 resolution
 - iv. I/O Ports
 1. (1) DisplayPort 1.4 port with DSC support (DRR for Microsoft Windows), (1) DisplayPort 1.4 port out
 2. 1 HDMI port (Supports up to UHD 3840 x 2160 120Hz FRL, VRR as per specified in HDMI2.1)

- b. One (1) UHD 31.5" broadcast studio monitor with support of up to UHD 8K resolutions shall be installed at the worksurface for the video and/or camera operator.
 - i. Quad-split Multiview
 - ii. Four (4) 12G-SDI In and four (4) 12G-SDI Out
 - iii. One (1) HDMI 2.0 in, one (1) HDMI 2.0 out
 - iv. Control Interface: LAN, RS422, GPI
 - v. Provide VESA mount plate and base brackets for mounting flexibility.
 - c. One (1) 1RU rack-mount, pull-out 17" broadcast video monitor
 - i. 1920x1080 resolution
 - ii. 3G-SDI and HDMI input
 - iii. Control interface: LAN
2. Video Conferencing System
- a. Provide a dedicated Zoom Rooms codec with corresponding 10" Zoom Rooms controller touch screen installed in the Control Room.
 - i. The video routing and switching system shall route all camera, content, and program feeds to and from the codec.
 - b. Provide a supplemental 10" wireless touch screen control panel for AV Controls and Zoom Call control.
3. Video Switching and Control System
- a. System Performance
 - i. The system shall support up to 18 video inputs and 10 outputs, configurable for SDI or IP operation as required.
 - ii. The system shall process video with a latency not greater than two (2) frames.
 - iii. The system shall support frame rates up to 60 fps in both HD and UHD resolutions.
 - iv. The system shall support embedded timecode and genlock synchronization.
 - v. The system shall provide redundant control paths and hot-swappable power modules to maintain uptime.
 - vi. The system shall be controllable and configurable via Ross DashBoard software over a network interface.
 - b. Functional Requirements
 - i. The system shall support the following transition types: cuts, mixes, wipes, DVE effects, and custom macros.
 - ii. The system shall support internal keyers for chroma, luma, and linear key operations.
 - iii. The system shall support macro recording and playback for automated live production workflows.

- iv. The system shall include onboard media stores for still image and clip playback.
 - v. The system shall provide user-configurable multiview layouts for preview, program, and source monitoring.
- c. Core Production Engine
- i. Provide one (1) Ross Video CUF-124 Carbonite Ultra Engine Multi-ME HD/UHD Production Switcher, 1RU, 18 inputs / 10 outputs, 12G.
 - 1. The switcher engine shall support a minimum of three (3) Mix/Effects (ME) buses, each with at least four (4) keyers per ME.
 - 2. The switcher engine shall include input frame synchronizers, format converters, and color correction on all inputs.
 - 3. The switcher engine shall include internal clip store and media player functionality for stills and motion graphics playback.
 - 4. The switcher engine shall support UHD/HD/SD formats and automatic format detection.
- d. Expansion Modules
- i. Provide one (1) Ross Video CUF-ADD-ME2 module to expand Mix/Effect capability.
 - ii. Provide one (1) Ross Video CUF-ADD-I/OPLUS module to expand input/output channel count.
 - iii. Provide one (1) Ross Video CUF-ADD-MV2&4 module to expand multiviewer capability.
 - 1. Each multiviewer output shall display a minimum of sixteen (16) sources per output with customizable labels, tally indicators, and audio meters.
- e. Audio Integration
- i. The system shall include one (1) Ross Video CUF-RAVE-AUDIO-BUNDLE to provide integrated digital audio routing and mixing functions.
 - ii. The system shall include one (1) Ross Video CUF-RAVE-AUDIO module to provide enhanced audio embedding/de-embedding and processing capability.
 - iii. The audio subsystem shall support AES67, Dante, or MADI networked audio protocols as required.
 - iv. The system shall operate at 48 kHz sampling rate and support embedded audio with video routing.
- f. Graphics and System Engine
- i. Provide one (1) Ross Video GRAPHITE-1RU-ABU-12G hybrid engine to enable integrated graphics, audio, and video processing.
 - ii. The graphics engine shall be compatible with the Carbonite Ultra and RAVE Audio platforms and support UHD operation.
- g. Control and User Interfaces

- i. Provide one (1) Ross Video TD2-PANEL hardware control surface.
 - ii. The control surface shall include illuminated programmable buttons, fader control, and assignable key functions for live operation.
 - h. Provide one (1) Ross Video TD-TouchScreen for intuitive touchscreen operation and system control.
 - i. The touchscreen interface shall provide access to switcher configuration, macro triggering, transition control, and monitoring.
 - i. Power and Redundancy
 - i. Provide two (2) Ross Video CUF-PSU power supply units to provide redundant power for the switcher engine.
 - j. Provide one (1) Ross Video XDS0-0001-CPS Carbonite Power Supply Chassis for regulated and redundant system power distribution.
 - k. All components shall operate from standard AC mains (100–240 V, 50/60 Hz).
- 4. Provide all signal converters per drawings
- 5. Provide a 1Gb AV distribution network consisting of AV Encoders and AV Decoders for local routing and switching of sources within the system capable of uncompressed 4K60 4:4:4 HDR video, audio, and control signals.
 - a. Supported formats shall include HDCP 2.3, HDR10, and Dolby Vision passthrough.
 - b. The system shall be able to support USB 2.0 routing, and CEC, IR, and RS-232 control pass-through.
 - c. Latency between encode and decode shall not exceed 1 frame.
 - d. Each card shall provide a single Gigabit Ethernet connection for AV, control, and power (via chassis backplane).
 - e. Provide sixteen (16) card-based AV encoder/decoder cards and two (2) rack-mount chassis frames for the following:
 - i. Encoder Assignments:
 - 1. (1) CATV Tuner
 - 2. (1) Wireless Presentation Gateway
 - 3. (1) Video Content Computer
 - 4. (1) Video Codec
 - 5. (1) Video from SDI Switcher
 - ii. Decoder Assignments:
 - 1. (1) Content to Codec
 - 2. (1) Camera to Codec
 - 3. (1) Content to SDI Switcher
 - 4. (1) Graphics to SDI Switcher
 - 5. (1) Audio to DSP
 - 6. (6) Spare slots for future expansion

- f. Provide seven (7) stand-alone AV Encoder/Decoders for the following:
 - i. Encoder Assignments
 - 1. (2) Laptop Inputs (Encoders), may be connected to multiple wall plate locations within the Press Room.
 - ii. Decoder Assignments
 - 1. (4) Desk Monitors (Decoders)
 - 2. (1) Graphics Output (Decoder)
6. Intercom System
- a. The system shall provide full-duplex, wireless and wired intercom communications for production and ENG operations.
 - b. The system shall operate on the Clearcom FreeSpeak II 1.9 GHz platform for wireless beltacks and HelixNet for wired beltacks.
 - c. The system shall integrate IFB (Interruptible Foldback) capabilities for Press Room and Interview Room talent.
 - d. The system shall provide Dante audio, 4-wire, 2-wire, and program audio routing where applicable.
 - e. All headsets and beltacks shall include boom switch control, lightweight design, and proper headset bags.
 - f. The Intercom System shall be configured with the following channels:
 - i. All hands
 - ii. Video/Camera
 - iii. Audio
 - iv. IFB – Press Room
 - v. IFB – Interview Room
 - g. Provide a central intercom base station with sixteen licensed ports for support of ClearCom HelixNet, 4-wire, 2-wire, and Dante audio.
 - i. The system shall include integrated power supply and 4-pin XLR male headset connections.
 - ii. Provide wired beltacks with two-channel program audio with 4-pin XLR headset connections.
 - iii. The V12RDX4 rotary display panels shall provide user interface control for operators at the control room desk turrets.
 - h. Provide wireless intercom transceiver installed in the Press Room and provide IP connectivity for remote control and monitoring.
 - i. The system shall support up to ten wireless beltacks.
 - i. The wireless beltacks shall operate in the 1.9 GHz band and provide full-duplex audio.
 - i. The beltack charger shall accommodate up to five beltacks or BAT60 batteries simultaneously and provide status indication.

- j. Provide an IFB System for Talent
 - i. Provide a single-channel, listen-only IFB signal with call light and power indicators.
 - ii. Provide a UHF IFB transmitter base station for Press Room talent wired from a 2-wire port of the central base station.
 - 1. Provide an audio-to-Dante converter to route IFB signal to Interview Room Audio DSP
 - iii. Provide wireless beltpacks with rechargeable batteries and provide reliable audio reception for talent.
 - iv. Provide acoustic earpieces compatible with IFB beltpacks to provide clear, low-profile audio for on-camera talent.

7. Wireless Microphone System

- a. Provide a 1RU wireless microphone base station capable of supporting up to sixteen (16) channels of Shure Axient or twenty-four (24) channels of Shure ULXD wireless microphones.
- b. Provide eight (8) wireless bodypack transmitters to be used with the following components:
 - i. Cardioid mic capsule, microdot connector
 - ii. Headset mic, microdot connector
 - iii. Microdot to TA4F adapter
- c. Provide eight (8) wireless handheld transmitters with studio-grade super cardioid condenser microphone capsule
- d. Provide rack-mounted wireless mic battery charging dock and modules to support up to sixteen (16) batteries.
- e. Perform an on-site RF spectrum analysis prior to ordering wireless microphone components to ensure available frequency bands.

8. Audio System

- a. Provide a digital audio console suitable for live sound and broadcast. The system shall provide fully digital signal processing and flexible routing for all inputs and outputs.
 - i. Inputs/Outputs
 - 1. Sixty-four (64) mic/line input channels.
 - 2. Thirty-two (32) assignable analog outputs.
 - 3. The console shall support digital I/O including MADI, Dante, or AES/EBU.
 - 4. Each input channel shall provide selectable phantom power.
 - ii. Processing and Mixing
 - 1. Each channel shall include:
 - a. 4-band parametric EQ
 - b. High-pass and low-pass filters

- c. Dynamic processing - compressor, limiter, gate
 - 2. Thirty-two (32) mix buses and eight (8) matrices.
 - 3. The console shall provide onboard digital effects (reverb, delay, chorus, multi-effects).
 - 4. Any input shall be assignable to any bus or output.
- iii. User Interface
 - 1. The console shall provide motorized faders with visual metering.
 - 2. The console shall provide a high-resolution color touchscreen for control of configuration, metering, and effects.
 - 3. The system shall allow storage and recall of at least 100 scenes.
 - 4. Remote control of levels, mutes, and routing shall be supported via tablet or PC.
- iv. Signal Quality
 - 1. Signal-to-Noise Ratio (SNR): 110 dB.
 - 2. Total Harmonic Distortion + Noise (THD+N) shall not exceed 0.005%.
 - 3. Frequency response: 20 Hz – 20 kHz \pm 0.5 dB.
 - 4. 24-bit depth at sample rates up to 96 kHz.
- v. Connectivity
 - 1. The system shall include Ethernet connectivity for network control and audio transport.
 - 2. The system shall support Dante, MADI, and USB multi-track recording/playback.
- vi. Physical and Environmental
 - 1. The system shall operate in ambient temperatures of 0°C to 40°C.
 - 2. The system shall comply with UL and CE safety standards.
 - 3. The console shall not exceed 800 W power consumption under full operation.
- vii. Reliability
 - 1. The system shall support redundant power supply operation.
 - 2. Firmware and software updates shall be possible via USB or network.
 - 3. Critical components shall be modular and field-replaceable.
- viii. Add-On Features
 - 1. The system shall support remote mixing via StageMix or equivalent application.
 - 2. The system shall allow expansion via additional I/O racks or digital stage boxes.

ix. Requirements

1. Provide the console, power supplies, cables, and manuals.
 2. The supplier shall provide on-site operator and maintenance training.
- b. Provide powered near-field audio monitors for the Audio Control operator position.
- c. Provide headphones for audio monitoring and desktop headphone amplifier.

9. Audio Processor

- a. A central Audio Digital Signal Processor (DSP) shall be installed to manage non-broadcast scenario audio input and output signals. The Audio DSP is required to have the following:
- i. Minimum (64) acoustic-echo cancellation channels, one per microphone channel routed to the far-end of a call.
 - ii. USB Audio and/or AV Bridging via USB-C connection
- b. 128x128 Dante I/O
- c. All Dante networked audio sources and mic inputs shall be routed to both the Audio DSP and Audio Console systems to be used by either the automated conference system, or operator-controlled broadcast system.

10. AV Source

- a. An Owner-Furnished PC will be provided for each operator position with local keyboard/mouse control.
- i. Each OFE PC will be configured by others.
 - ii. Coordinate the installation of software included within this specification with the IT Administrator.
- b. An Owner-Furnished PC will be provided as a dedicated presentation/content PC.
- i. Provide routable USB control via AV Network Distribution system.

Breakout Room and Green Room

1. Displays

- a. Provide one (1) 55" flat panel displays in each of the Breakout Room and Green Room.
- b. Provide one AV Network decoder at each display to provide access to the Press Room/Control Room AV Distribution Network sources.
- c. The default source for each display shall be the CATV Tuner.
- i. The single CATV tuner shall be shared between the two rooms.

K. Interview Room

The Interview Room shall function as a stand-alone space with single camera aimed at single seat behind a table or lectern (by others) for the purpose of immediate or otherwise urgent press interviews conducted via Zoom.

A dedicated Zoom setup shall include a dedicated Zoom Rooms codec with Zoom Rooms controller with pre-configured camera and audio settings to enable one-button meeting start. The system shall be functional without the need of a technical operator. The system shall have connections to the Control Room for additional control, monitoring, recording, and communications functions.

1. Displays
 - a. One (1) 65" flat panel displays on portable cart shall function as the primary displays.
2. Video Conferencing System
 - a. Provide a dedicated Zoom Rooms codec with corresponding 10" Zoom Rooms controller touch screen installed in the Control Room.
 - i. The video routing and switching system shall route all camera, content, and program feeds to and from the codec.
 - b. Provide a supplemental 10" wireless touch screen control panel for AV Controls and Zoom Call control.
 - c. The Zoom PC shall output to the local portable display.
3. Video Camera Systems
 - a. One (1) 4Kbroadcast PTZ cameras shall function as the primary camera. The PTZ camera shall include:
 - i. Image Sensor: 1.0-type Exmor RS CMOS
 - ii. Effective Pixels: Approx. 20.9 megapixels, total, 14.0 megapixels effective maximum
 - iii. Video Output Resolutions:
 1. UHD 4K: up to 3840 × 2160p at 59.94/50/29.97/25 fps
 2. Full HD: up to 1920 × 1080p/i at 59.94/50/29.97/25 fps
 - iv. Minimum Illumination: Approx. 0.3 lx (typical, with gain)
 - v. Dynamic Range: HDR (HLG, S-Log3 support)
 - vi. Lens: Integrated zoom lens, 20x optical zoom (approx. 30x in HD with Clear Image Zoom), f/2.0–f/3.8
 - vii. Horizontal Field of View: ~70° wide end
 - viii. Focus: Auto / Manual selectable
 - ix. Image Stabilization: Optical and electronic stabilization modes
 - x. Pan Range: ±175°
 - xi. Tilt Range: –30° to +210°
 - xii. Pan Speed: up to 180°/sec
 - xiii. Tilt Speed: up to 180°/sec
 - xiv. Quiet Operation: Low mechanical noise for studio and live event use
 - xv. Video Outputs:
 1. 12G-SDI (4K up to 60p)
 2. 3G-SDI (HD)
 3. HDMI 2.0
 4. IP streaming (NDI|HX, RTSP, RTMP, SRT supported)
 - xvi. Control Interfaces:

1. IP (VISCA over IP, NDI|HX)
 2. RS-422 serial control (VISCA protocol)
 3. BNC Genlock Input
- xvii. Tally Lamp
- xviii. Audio: Embedded via SDI/HDMI/IP
- xix. IP Streaming Protocols: NDI|HX, RTMP, RTSP, SRT
- xx. PoE++ Support: Single-cable power, control, and video (with compatible network switch)
- xxi. Web Control Interface: Remote setup, operation, and monitoring via browser
- b. A teleprompter system shall be installed with the ENG studio camera, the teleprompter system shall include:
- i. 19" high-brightness, up to 1500 nit, 1920x1080 resolution video monitor with tripod monitor mounting hardware including counter-balance, 3" riser, and 6" extension rods.
 1. The prompter hardware shall be compatible with pedestal, tripod, and robotic camera systems.
 2. The system shall include lightweight prompter hoods and frames constructed of durable aluminum for stability without adding excessive load to the camera support system.
 - ii. Teleprompter glass shall be of broadcast-quality, low-iron beam splitter type, with 70/30 light transmission for optimal camera imaging and operator readability.
 - iii. Prompting software interface device with rack-mount shall connect to the Prompting PC via USB and the Teleprompter video monitor via HD-SDI.
 - iv. Teleprompter software package
 1. The prompting software shall provide script creation, editing, and scrolling control in real time.
 2. The system shall allow multiple operator inputs, including USB hand controllers, foot pedals, and IP based remote control.
 3. The software shall be compatible with Windows and macOS platforms with newsroom integration via MOS protocol and standard file import – TXT, DOCX, RTF.
 4. Operator shall be able to adjust scroll speed, font size, color, and mirroring options without interruption to the live feed.
 - v. Auto-scroll speech prompting software license
 - vi. A dedicated Owner Furnished PC will be provided to run the Teleprompter and auto-scrolling software.

4. Microphones

- a. Provide two (2) short-range shotgun type microphones with boom stands. The microphone shall include:
 - i. A supercardioid/lobar pickup pattern with excellent off-axis rejection and

minimal coloration.

- ii. Frequency Response: 40 Hz – 20 kHz.
- iii. Phantom-powered (11–52 VDC) and include standard XLR output connection.

- b. Provide two tabletop gooseneck type microphones, the microphone shall include:
 - i. A cardioid condenser type with an 18-inch gooseneck and integrated desktop base with mute button and LED indicator.
 - ii. Frequency Response: 50 Hz – 17 kHz.
 - iii. Internal preamplifier circuitry and shock mounting to minimize mechanical noise.
 - iv. Microphone base with an XLR output and configurable logic controls for integration with DSP systems.

5. Audio Processor

- a. The processor shall serve as the central digital signal processing (DSP) and control engine for the audio system. It shall provide:
 - i. 8 local analog audio inputs and 8 local outputs.
 - ii. 64x64 networked audio channels via Q-LAN.
 - iii. 8x8 Dante I/O through software licensing.
 - iv. USB AV bridging for computer-based conferencing or recording.
 - v. Dual Gigabit LAN ports for network redundancy.
 - vi. Integrated VoIP telephony support.
 - vii. 8 channels of acoustic echo cancellation (AEC).
 - viii. 8x8 GPIO for control signal integration.
- b. The DSP shall support advanced signal processing functions including equalization, dynamics, mixing, routing, and loudness management.
- c. Provide local headphones and amplifier for technical operator monitoring.
- d. Program audio from the Zoom call far-end is required to be routed to the IFB beltpack/earpiece and operator monitoring outputs (headphones)

6. IFB System

- a. For communications from the Control Room, provide an IFB beltpack and earpiece.
 - i. Clear-Com TR-701 Single Channel IFB Talent Beltpack
 - 1. The unit shall provide powered, listen-only IFB monitoring for on-air talent.
 - 2. It shall include visual call lights and a volume control for user adjustment.
 - 3. The beltpack shall operate on Clear-Com's two-wire analog party-line intercom circuits.
 - 4. Power shall be received from the intercom line; no external power supply shall be required.

ii. Clear-Com CC-010A Acoustic Tube Earpiece

1. The earpiece shall provide discrete audio monitoring through an acoustic tube for IFB applications.
2. It shall feature comfortable, replaceable ear inserts and durable construction suitable for long-term professional use.

7. Equipment Rack

- a. A local free-standing half-height AV equipment rack shall be provided for all local rack-mounted equipment and components.
- b. Provide AV Cabling infrastructure to the Control Room per the drawings.

L. Room Scheduling

Room scheduling capability is required.

2.4 CONFORMANCE WITH EXISTING SYSTEMS

A. Many of the systems and facilities in this scope of work are similar in nature to existing systems and facilities. Wherever possible, in order to share existing resources and minimize training requirements, the required hardware, system functionality and system flow should conform to the existing systems. This includes, but is not limited to, the following:

1. Commonality in equipment.
2. Commonality in operation.
3. Commonality in room control layout.

B. It is the responsibility of the Contractor to inspect the existing systems, prior to beginning design and fabrication, to ensure that the design is consistent with the existing systems.

PART 3 – EXECUTION

3.1 INSPECTION

- A. Investigate the nature and location of the work, the general and local conditions, particularly those bearing upon the work required such as transportation, disposal, handling and storage of materials, availability of labor, electrical power and physical conditions at the site and character of equipment and facilities needed during the execution of the work. Obtain all information that can affect the work or cost thereof under the Contract.
- B. Verify substrate surfaces and installation conditions are acceptable for the audiovisual systems installation to commence.
- C. Examine all work prepared by others to receive work of this Section and report any defects affecting installation to the Architect prior to commencement of work.
- D. Ensure that the structural members can support a redundant weight factor of the combined total weight of the audiovisual equipment and all associated hardware and components. The redundant weight factor shall be determined by the Authority Having Jurisdiction.

- E. Beginning of installation means acceptance of existing conditions.

3.2 GENERAL REQUIREMENTS

- A. Verify locations of outlets and switches in finished rooms with architectural drawings of interior details.
- B. Follow manufacturers' wiring diagrams for all electrical terminations and carefully follow all installation procedures provided by the manufacturer.
- C. Follow architectural drawings for locations of all equipment specified herein.

3.3 WORKMANSHIP

- A. The installation of all work shall be neat. All boxes, equipment, etc., shall be plumb and square.
- B. Following installation, all soiled, abraded or discolored surfaces of work installed herein shall be cleaned and left free from blemishes or defects.
- C. Work that is damaged or improperly installed shall be removed and replaced and the entire installation left in satisfactory condition. Any damage brought about by Contractor's work shall be repaired by the Contractor at no cost to the Owner.
- D. It shall be the responsibility of the Contractor to cooperate with other trades, in order to achieve well-coordinated progress and satisfactory final results.
 - 1. The Contractor shall watch for conflicts with work of other contractors on the job and execute, without claim for extra payment, moderate moves or changes as are necessary to accommodate other equipment or preserve symmetry and pleasing appearance.
 - 2. The Contractor is responsible for all coordination of the work with other trades.
 - 3. Should any questions of union jurisdiction arise, the Contractor shall immediately take steps to settle such disputes and shall use such labor as may be determined to have jurisdiction, at no additional cost to the Owner.
 - 4. Should he/she fail to take expeditious action, he/she shall be responsible for any time lost because of delays arising from such a dispute.
- E. The Contractor shall be responsible to provide and maintain his/her own storage facility. If this storage facility is required to be on-site it shall be the Contractor's responsibility to coordinate the size and spatial requirements with the Owner and/or their representatives. The Contractor shall assume full responsibility for both their storage facility and all contents therein, unless otherwise indicated by the Owner.
- F. The Contractor shall provide protection necessary to safeguard his/her own work from damage by his/her own operations and others. Unless the Contractor proves to the Owner's satisfaction that their work has been damaged by others, the Contractor shall, at his/her own cost and expense, promptly repair, adjust and clean all defective installations as shown on the punch list prepared by the Owner.
- G. The Contractor shall remove from the job site all rubbish and refuse at the end of each day and shall keep his work area clean.

3.4 INSTALLATION PRACTICES

A. General

1. Installation shall include the delivery to the installation site, unloading, setting in place, fastening to walls, floors, ceilings, counters, or other structures where required, interconnecting wiring of the system components, equipment alignment and adjustment, and all other work whether or not expressly required herein which is necessary to result in complete and fully operational systems.
2. Prior to ordering equipment, the Contractor shall coordinate the frequencies of all wireless devices to prevent unwanted interaction between devices and rooms. This includes, but is not limited to, wireless microphones, assisted listening system devices, wireless control panels, etc.
3. All accessories, including rack mounting hardware, power supplies, etc., shall be obtained from the original equipment manufacturer. Unless otherwise noted or specified, third party accessories shall not be used.
4. All audiovisual equipment racks shall be wired at the Contractor's facility and fully tested.
5. All installation practices shall be in accordance with, but not limited to, these specifications and drawings. Installation shall be performed in accordance with the applicable standards, requirements, and recommendations of National, State, City, County, Municipal, and other authorities having jurisdiction.
6. If, in the opinion of the Contractor, an installation practice is desired or required, which is contrary to these specifications or drawings, a written request for modification shall be made to the Design Team. Modifications shall not commence without written approval from the Consultant.
7. During the installation, and up to the date of final acceptance, the Contractor shall be under obligation to protect his finished and unfinished work against damage and loss. In the event of such damage or loss, he shall replace or repair such work at no cost to the Owner.

B. Physical Installation

1. All equipment shall be firmly secured in place unless requirements of portability dictate otherwise.
2. All equipment shall have an engraved plaque permanently affixed, denoting its function.
3. Fastenings and supports shall be adequate to support their loads with a safety factor as determined by the Authority Having Jurisdiction.
4. All boxes, equipment, etc., shall be secured plumb and square.
5. In the installation of equipment and cable, consideration shall be given not only to operational efficiency, but also to overall aesthetic factors.

C. Trim and Escutcheon Components

1. To insure a proper finished appearance, the Contractor shall furnish and install trim/escutcheon components at all conditions where audiovisual components

penetrate a finished surface. This would include but not be limited to video projector supports, television monitor/receiver supports and any other component which is not specifically supplied with integral flanges/trim components, i.e. speaker mounts, assistive listening devices, etc.

2. The visible component of any trim should be minimum in size, preferably no wider than 1/2". All trim components at the ceiling plane shall be finished to match the approved ceiling system and grid system components. The Contractor should obtain a sample from the General Contractor, including any custom color information, or standard color numbers. All trim components shall be submitted to the Architect for review and approval prior to fabrication.

D. Cable Installation

1. All wire bundles are to be neat and combed free of cable crossovers.
2. All cables, regardless of length, shall be marked with a permanent, self-laminating wrap-around number or letter cable marker at both ends, similar to the Panduit "Pan-Code" system. Labels must be computer-generated for legibility. Wire labels done by hand in the field must be replaced with computer generated labels. There shall be no unmarked cables at any place in the system. Marking codes used on cables shall correspond to codes shown on drawings and/or run sheets.
3. Where applicable all cables shall be grouped according to the signals being carried. In order to reduce signal contamination, separate groups shall be formed for the following cable families:
 - a. Power cables – 120VAC or greater.
 - b. Control cables.
 - c. Video cables.
 - d. Audio cables carrying signals less than – 20 dBm.
 - e. Audio cables carrying signals between – 20 dBm and +20 dBm.
 - f. Audio cables carrying signals above +20 dBm.
4. As a general practice, all power cables, control cables, and high-level cables shall be run on the left side of an equipment rack as viewed from the rear. All other cables shall be run on the right side of an equipment rack, as viewed from the rear.
5. Cables ties shall be placed at appropriate intervals of no greater than six inches for vertical bundles, two inches for horizontal bundles.
6. All vertical cable bundles shall be attached to the rack frame.
7. At no time should wire ties be used. All cables shall be secured by means of Velcro straps so as not to damage the dielectric of the cables.
8. All cables shall be continuous lengths without splices. All system wire, after being cut and stripped, shall have the wire strands twisted back to their original lay and be terminated by approved soldered or mechanical means. Except where noted otherwise in the specifications, no bare wire terminations will be accepted. Heat-shrink tubing shall be used to insulate the ground or drain wire. Unused wires at the end of a cable shall remain unstripped and shall be laid back and held in place with wire ties.

9. All solder connections shall be made with rosin-core solder using temperature-controlled solder stations. Care shall be taken to avoid cold or cracked solder joints. Any connections that do not appear to be clean and shiny, or which show signs of cracking, shall be resoldered by the Contractor before final acceptance of the system.
10. Mechanical connections using insulated, crimp-type connectors shall be bonded to the connector by soldering the wire to the metal part of the connector.
11. Connections made with screw actuated pressure type terminal strips shall be made by stripping approximately 1/4 inch of insulation from the stranded conductor. Then the un-tinned wire shall be inserted into the terminal and the screw tightened using a secure fitting precision screwdriver.
12. Terminal blocks, boards, strips or connectors shall be furnished for all cables that interface with racks, cabinets, consoles, or equipment modules.
 - a. No audio or control cables shall run directly to permanently rack-mounted equipment.
 - b. All unused audio inputs and outputs will terminate at the terminal blocks.
 - c. All audio patch panels and patch bays shall be furnished with a dedicated audio terminal block. All audio cables to and from the audio patch panels shall terminate on this block.
13. All wire markers shall face a common direction.
14. All cables shall have proper connector housing.
15. Cables shall not protrude from the back of racks.
16. All cable entry shall be through the tops of racks or through entrance holes in the base of the rack. No cable shall enter racks through front, rear or side panel openings.
17. Unless otherwise noted, all video and computer video cables are to be terminated using seventy-five ohm (75Ω) connectors, with a captive center pin.
18. Cables running in plenum areas without conduit shall be plenum rated cable and match the specified cable.
19. It is the responsibility of the Bidder to inspect the Electrical Engineer's drawings and verify in what spaces plenum cable shall be used. No claims for additional monies, based on the use of plenum cable, will be allowed.
20. All cables (except video and pulse cables, which must be cut to an electrical length) shall be cut to the length dictated by the run. No splices shall be permitted in any pull boxes without prior permission of the Consultant. For equipment mounted in drawers or on slides, the interconnecting cables shall be provided with a service loop of appropriate length.
21. No cable shall be installed with a bend radius less than that recommended by the cable manufacturer.
22. Where cables are installed in architectural niches, ensure that the cables are black, unless otherwise directed, to reduce visibility from the audience.

E. Connection Plate Receptacles

1. Unless otherwise noted, provide plate and connectivity panels as follows:
 - a. Audio (microphone or line level) – XLR type.
 - b. Audio (loudspeaker level) – Neutrik “Speak-On” Type.
 - c. Intercom – ¼ inch diameter tip/ring/sleeve type, or as required by the intercom system. Jack shall be insulated from panel type.
 - d. Video – BNC or SDI type.
 - e. Digital Video – HDMI, DisplayPort or DVI-D.
 - f. RF – “F” type. Receptacles shall be insulated from panel type.
2. When connectivity panels include voice/data connectivity, panel approval, including layout and connector type, shall be coordinated with the Owner.

F. Patch Panel Assignments

1. All patch panels shall be wired so that signal “sources” (outputs from) appear on the upper row of a row pair; and all “loads” (inputs to) appear on the lower row of a row pair.
2. All audio and video patch panel designation strips shall utilize alphanumeric identifications and descriptive information. The jack position in each horizontal row shall be numbered sequentially from left to right. The horizontal jack rows shall be lettered sequentially from top to bottom. The alphanumeric identification of each jack shall be included on the functional block drawings, as well as on reproductions of these drawings, which shall be mounted in an appropriate location near the patch bays.

G. Grounding Procedures

1. In order to minimize problems resulting from improper grounding, and to achieve maximum signal-to-noise ratios, the following grounding procedures shall be adhered to:
2. Audio Cable Shields
 - a. All audio cable shields shall be grounded at one point only. There are no exceptions. For inter and intra-rack wiring, this requires that the shield be connected at one end only. For ungrounded portable equipment, such as microphones, the shield shall be connected at both ends but grounded at only one end.
 - b. The Contractor shall submit for approval a detail showing standard wiring procedures indicating the following:
 - i. Audio connection methodology for balanced to balanced line level interfaces.
 - ii. Audio connection methodology for balanced to unbalanced line level interfaces.
 - iii. Audio connection methodology for unbalanced to balanced line level interfaces.

3. Audio Receptacles

- a. All audio receptacles that are provided and installed by the Contractor shall be insulated from the mounting panel, outlet box, or wireway.
 - b. Unless otherwise detailed herein, this shall be accomplished by using insulated-from-panel type receptacles.
4. Video Receptacles
- a. All video receptacles that are provided and installed by the Contractor shall be insulated from the mounting panel, outlet box, or wireway.
 - b. Unless otherwise detailed herein, this shall be accomplished by using insulated-from-panel type receptacles.
5. General: Because of the great number of possible variations in grounding systems, it shall be the responsibility of the Contractor to follow good engineering practice, as outlined above, and to deviate from these practices only when necessary to minimize crosstalk and to maximize signal-to-noise ratios in the audio, video, and control systems.

H. Performance Standards

- 1. At the maximum distance as designated by the Consultant this system shall be capable of supplying 80 dB SPL program level plus 10 dB peaking factor over a bandwidth of 250 Hz to 4 kHz without deformation of the waveform as observed on an oscilloscope connected to the output of a SLM in every zone unless noted otherwise.
- 2. Distribution of sound in the listening area from 250 Hz to 4 kHz shall vary not more than
+/-2.0 dB at any location, as measured in octaves with an ANSI SLM.
- 3. The system shall provide adequate dynamic range at an acoustic distortion level sufficiently low to ensure minimum listening fatigue and intelligibility acceptable to the Owner. The intelligibility is based on listeners not familiar with the message, or talker; no visual cues; normal activity; and moving position both within and between zones.
- 4. Unless restricted by the published specifications of a particular piece of equipment, or unless otherwise required under the Detailed Specifications, the following performance standards shall be met by each system:
 - a. Audio – General Conditions: All performance standards, unless otherwise noted, should be verified under the following conditions:
 - i. Frequency bandwidth measured should be 20 Hz to 20 kHz.
 - ii. All levels should be referenced to +4 dBu.
 - iii. Gain settings should be “Unity Gain” for line level signals and maximum for microphone preamplifiers.
 - b. Audio – Electrical
 - i. S/N (including crosstalk and hum) shall be 75dB minimum (ref. 0dBu)
 - ii. Total Harmonic Distortion shall be 0.1% maximum (30Hz to 15kHz)
 - iii. Frequency Response shall be +/-1.0 dB (30Hz to 16kHz)

- c. Audio – Acoustical
 - i. S/N (including crosstalk and hum) shall be 65dB minimum
 - ii. Frequency Response: shall be +/-3.0 dB (80Hz to 15kHz, loudspeaker direct field as measured via time-based analyzer, displayed with moderate smoothing.)
- d. Video (signal)
 - i. Frequency Response shall be within plus or minus 0.5dB, DC to 4.2 MHz.
 - ii. Signal to Noise Ratio shall be 55 dB minimum (peak to RMS) unweighted, DC to 4.2 MHz
 - iii. Crosstalk shall be 45 dB minimum unweighted DC to 4.2 MHz
 - iv. Line and Field Tilt shall be 2% maximum.
 - v. Differential Gain shall be 3% maximum.
 - vi. Differential Gain shall be 2 degrees maximum.
- e. Performance Test Signal Paths
 - i. Audio: From all source inputs (for microphones, media players, etc.) through all mixers, switchers, etc., to all signal destinations.
 - ii. Video Signals
 - 1. From all sources of the above signal paths.
 - 2. This shall not exempt the Contractor from the responsibility of checking all paths and outlets for appropriate compliance with the Performance Standards; see section below for detailed requirements.
- f. Display Systems
 - i. All displays shall be solidly mounted and braced, so that there will be no observable movement in the image induced by motor vibration or other mechanical operations.
 - ii. All displays shall be calibrated to a common standard; there shall be no observable chrominance (saturation and tint) or luminance (black and white levels) differences between displays.
 - iii. The total averaged light output from a projector, in lumens, shall be within plus-or-minus 10% of that specified by the projector manufacturer.
 - iv. The “corner” location shall be defined as the four points determined by intersecting lines drawn 5% of the distance in from the focused edges of the image.
 - v. The light meter used for the above measurements shall be a properly calibrated foot-candle (or lux) meter and shall be cosine-corrected.
 - vi. Projectors, lenses, and mirrors shall be solidly mounted and braced, so that there will be no observable movement in the image induced by motor vibration or other mechanical operations.

3.5 **SYSTEM TESTS**

A. Contractor Systems Test

1. Before Acceptance Tests are scheduled, the Contractor shall perform his own system tests. He shall furnish all required test equipment and shall perform all work necessary to determine and/or modify performance of the system to meet the requirements of this specification. This work shall include the following:
 - a. Provide documentation that all matrix switching cross-points have been tested and verified.
 - b. Test all audio and video systems for compliance with the Performance Standards.
2. Video Systems
 - a. Video Test Equipment:
 - i. Multi-Format Video signal generator, Quantum Data 802 series, with HDMI and DVI support or similar.
 - ii. Combined waveform monitor/vectorscope, Leader 5872A. This will only be required for Broadcast systems.
 - iii. Calibrated content for all media players that are part of the system.
 - iv. Blank media for all media recorders that are part of the system.
 - v. All miscellaneous equipment, cables and terminations necessary for testing.
 - b. Signal Paths; Video
 - i. Connect the output of the video signal generator to each source input point (floor box/table/rack panel, etc.) and select the "Full Field Color Bar" signal.
 - ii. Ensure that the test signal is routed to the selected output.
 - iii. Check that the image is filling the screen and is properly centered at all resolutions and timings that are industry standard and in use by the Owner.
 - iv. Change test pattern to Pluge pattern and ensure that there is no ringing in the image.
 - v. Change test pattern to a full-field cross-hatch pattern and ensure consistent focus throughout the image.
3. Audio Systems
 - a. Audio Test Equipment:
 - i. Signal generator, Leader LAG-120B or similar
 - ii. Time-based acoustic analyzer, Goldline TEF, SIA Smart, Meyer SIM System II or approved equivalent, with all required accessories.
 - iii. Audio test set, Audio Precision P1PLUS.
 - iv. Pink noise generator IVIE IE-20B.

- v. Spectrum analyzer IVIE-IE30A.
 - vi. Loudspeaker and Microphone polarity checker,
 - vii. Calibrated content for all media players that are part of the system.
 - viii. Blank media for all media recorders that are part of the system.
 - ix. All miscellaneous equipment, microphones, cables and terminations necessary for testing.
- b. Gain Setting
- i. Adjust all components (starting at source equipment and ending at the power amplifiers or active loudspeaker inputs), for maximum signal-to-noise ratio per conventions outlined in Sound System Engineering, Second Edition (Don and Carolyn Davis, Howard W. Sams & Co. 1987).
 - ii. At the conclusion of audio system gain structure setting no hiss or noise should be audible through any loudspeaker, and ample electronic headroom should be available throughout the signal chain.
 - iii. At the conclusion of the tests, return all equipment settings to previously calibrated positions. All component settings are to be labeled, identified and documented.
 - iv. Provide written records of all test results in spreadsheet form.
- c. Signal Paths; Audio
- i. Measure and record the impedance of each active device operating as a source to any passive device or series of passive devices. Record the dc resistance of any build-out resistors used.
 - ii. Measure and record the input impedance of any active device used to terminate passive devices, and record the total impedance of all such devices. Record the dc resistance of any terminating resistor used.
 - iii. Measure the absolute polarity of all devices, including all loudspeakers in the signal path, correct and record any reversals.
 - iv. Adjust the gain of all devices in the signal path for optimum signal-to-noise ratio and maximum crest factor.
 - v. Without changing gain, terminate microphone and line-level inputs, with shielded resistors of 150 and 600 ohms respectively.
 - vi. Measure and record the overall hum and noise level at each power amplifier output. Level shall be at least 75 dB below rated power output of amplifier over a bandwidth of 40-16,000 Hz.
 - vii. Measure and record the impedance of each loudspeaker line at 250, 1000, and 4000 Hz before connecting it to the output of its respective amplifier.
 - viii. Load power amplifiers with resistors matching nominal impedance of output terminals used in system in place of actual loudspeaker loads.
 - ix. Adjust gain of system as for hum and noise level tests above.
 - x. Apply 1,000 Hz. sine-wave signal to each microphone and line-level input at level required to produce measured full amplifier output.

- xi. THD shall measure less than 1.0%.
- xii. Set up system for each specified mode of operation.
- xiii. Use wide-bandwidth oscilloscope and loudspeaker monitoring.
- xiv. Check to ensure that system is free of spurious oscillation and RF pickup in the absence of any input signal and also with the system momentarily driven to full output at 400 Hz.
- xv. Feed full/wide-dynamic range music to the system. Adjust the system for frequent peaks at its specified maximum sound pressure level.
- xvi. Listen carefully for noise, rattle, or other extraneous sounds, and objectionable distortion.
- xvii. Correct all causes of such defects. If cause is outside system, promptly notify the Construction Manager, and the Consultant, indicating cause and suggested corrective procedures.
- xviii. Measure and record the acoustic distribution of the loudspeakers of this system at locations as designated by the Consultant, one (1) in every zone. Record the location of all position where any 1/3 octave band, deviates more than +/-3 dB from 500 Hz to 4 kHz, weighted by -5 at 8,00 Hz re: 2500 Hz.

4. Loudspeaker Assemblies and Associated Systems

- a. Provide loudspeaker assemblies as shown on the drawings. Unless otherwise noted: the speaker types and quantities are as shown on the equipment schedule.
 - i. Unless otherwise noted, the Contractor shall provide complete assemblies, including back boxes (enclosures) where applicable, grilles, mounting hardware, etc.
 - ii. Unless otherwise noted, the speakers shall be finished as directed by the Architect.
 - iii. Should the design of the speakers make repainting the speaker, or otherwise refinishing the speaker impractical, the Contractor shall provide the Design Team with the factory-available finishes for selection.
 - iv. All speakers shall be tested at the Contractor's facility prior to delivery to the job site for installation.
 - 1. Testing of speakers shall be in the installed condition; speakers that will be installed in a backbox shall be tested installed in the back box.
 - 2. Frequency sweeps shall be at the usable frequency response of the speaker. Testing shall include:
 - 1. SPL Response (SPL versus Frequency).
 - 2. Impedance Response (Impedance versus Frequency).
 - 3. Time Domain Response (Voltage versus Time).
 - 4. Mechanical Testing (Voltage versus Frequency).

- v. All testing shall be documented and stored on media, as defined in Section III.J.3.
 - vi. Testing shall be performed on all speakers, including spares.
5. General
- a. Check all control functions, from all controlling devices to all controlled devices, for proper operations.
 - b. Adjust, balance, and align all equipment for optimum quality and to meet the manufacturer's published specifications. Establish and mark normal settings for all level controls, and record these settings in the "System Operation and Maintenance Manual".
 - c. Check all optical projection images for average light level, light fall-off, and image alignment and size to comply with the Performance Standards and specifications drawings. Check to determine that all projectors, projector bases, carts, tables, and mirrors are rigid and vibration-less in operation.
 - d. Maintain documentation of all performance tests for reference by the Design Team during the System Acceptance Tests.
6. DSP-Based Audio Systems
- a. The digital signal processor, or DSP, provides all system-specific mixing, routing, equalization, delay, and other signal processing functions for the various modes of operation. This functionality is achieved through software programmed into the audio DSP. Multiple modes of operation are to be defined in this software, each selected by the user via a control touch-panel.
 - b. Each room is required to undergo certification by the manufacturer. This certification process will include:
 - i. On-line testing of all required functions, including, but not limited to, speech reinforcement, program audio systems, audio teleconferencing, audio support for video teleconferencing, Voice Lift, etc.
 - ii. Verification of final matrix routing presets.
 - iii. Verification of correct input and output gains.
 - iv. Verification of gating adjustments and parameters.
 - v. Number of open microphones (NOM).
 - vi. Priority microphones and mode of operation.
 - vii. Verification of adjustment of all software components, including, but not limited to:
 1. Automatic gain controls (AGC).
 2. Automatic microphone mixers.
 3. Limiters, compressors and equalizers.
 4. Acoustic echo cancellation (AEC) and references.
 5. Crossovers.
 6. Delays.
 7. Expanders.

8. Filters.

- c. The following parameters are specific to audio teleconference hybrids specifically designed to operate with DSP based audio equipment:
 - i. Auto Answer and Disconnect (Ring Detection and Validation).
 - ii. Line Echo Cancellation
 - iii. DTMF Coding and Decoding.
 - iv. Noise Suppression.
 - v. Automatic Gain Control
 - vi. Noise Burst/Auto Adaption Mode.
- d. The Contractor will arrange to have a technical representative from the Manufacturer on-site to review the DSP settings and assist in performing any final adjustments. The manufacturer's representative will then certify in writing that the system is operating correctly, and all the required adjustments have been made. All attendant costs shall be borne by the Contractor and shall be included in your Engineering costs.
- e. All final configurations and settings should be stored in the native file format of the device(s) on finalized CD's, to be used as the "base" configuration in the event that further adjustments are required.
- f. This certification will be included in the documentation delivered to the Consultant prior to the System Acceptance Testing.

B. Offsite System Checkout

- 1. At the Consultant's discretion, before onsite installation, the Contractor shall be prepared to perform system checkout under the supervision of the Design Team at his shop. He shall furnish all required test equipment and shall perform all work necessary to determine and/or modify performance of the system to meet the requirements of this specification.
- 2. This inspection shall include the following:
 - a. All racks being reviewed should be in an isolated area of the shop, and arranged in a manner to expedite testing and review. A work table and chairs shall be provided for use of the design team.
 - b. All racks shall have temporary labels, indicating building, floor and room where the rack shall be installed. Alternatively, the temporary labeling should indicate system type.
 - c. Racks shall be clean, and free of all debris (cut cable ties, insulation from stripped wires, etc.) and dust.
 - d. Full-size approved shop drawings and preliminary as-built drawings.
 - e. All equipment shall be installed in the racks, with peripheral and ancillary equipment installed and ready to test.
 - f. Blank panels, vent panels and engravings may be omitted at this point, but should be on-hand for final assembly prior to shipping to the field.
- 3. The Design Team will review the following:
 - a. Equipment inventory, referenced to the Equipment Schedule and all change

orders to-date.

- b. Review of Contractors in-house testing.
- c. Review of conformance with the specifications.
- d. Review of internal cabling.
- e. Cabling shall be as stated above;
- f. All internal cabling shall be neatly dressed, with all wire markers clearly visible.
- g. Tension of wire ties on bundled cable shall not bulge the cable.
- h. Review of terminal-block assemblies;
- i. Review of control system panels and operation.
- j. Review of heat path through the rack.
- k. Review of overall build quality.
- l. Review of general shop conditions.
- m. Review of repair area.

3.6 ACCEPTANCE TESTING

- A. Upon completion of installation and initial tests of the equipment, notify Owner that equipment is ready for acceptance testing.
- B. System Acceptance Tests will not be performed until the Contractor's System Checkout has been completed and the test results have been reviewed.
- C. The System Acceptance Tests will be supervised by the Consultant and will consist of the following:
 - 1. A physical inventory will be taken of all equipment on site and will be compared to equipment lists in the Contract Documents.
 - 2. The operation of all system equipment shall be demonstrated by the Contractor. The individual performing the demonstration shall be fully knowledgeable of all operating and service aspects of the equipment and systems.
 - 3. Both subjective and objective tests will be required by the Consultant to determine compliance with the specifications. The Contractor shall be responsible for providing test equipment for these tests.
 - 4. Familiarize the Owner on planned operation and maintenance, including periodic preventative maintenance measures required. Include explanation of service requirements and simple onsite service procedures, as well as information concerning name, address and phone number of qualified local source of service.
 - 5. All final, "as-built" drawings, run sheets, manuals, and other required documents, shall be on hand. Two complete sets of these documents shall be delivered to the Owner at this time. (One complete set shall have been delivered to the Consultant prior to the scheduling of Acceptance Tests).
- D. In the event further adjustment is required, or defective equipment must be repaired or replaced, tests may be suspended or continued at the option of the Consultant.
- E. Any charge for additional time incurred by the Consultant required to over-see the system

tests, due to improper system installation or previous failed systems, shall be the responsibility of, and charged directly to the Contractor.

- F. When final testing has concluded to the Owner and Architect's satisfaction, Contractor shall submit a written request for Final Acceptance. Guarantees, warranties and service contracts shall commence upon written notification Final Acceptance by the Owner.

3.7 OWNER TRAINING (BASIC)

- A. The Contractor shall provide on-the-job training by a suitably qualified instructor, to personnel designated by the Owner, to instruct them in the operation and maintenance of the systems. In the event the Contractor does not have qualified instructors on staff for certain sophisticated equipment, a manufacturer's representative for such instruction will be provided by the Contractor, at no additional cost to the owner. All training shall take place after the systems are operational, but before the acceptance tests. Estimated training times are as follows:
 - 1. Two (2) hours of end-user training for each Conference Room.
 - 2. Two (2) hours of end-user training for each Lobby.
 - 3. Four (4) hours of end-user training total for the Divisible Conference Room system.
 - 4. Four (4) hours of end-user training total for each Conference Room system with video conferencing.
 - 5. Four (4) hours of administrator training total for each Conference Room system with video conferencing.
 - 6. Four (4) hours of administrator training total for the Lobby systems.
- B. The cost to train owner's personnel to service the equipment shall be listed separately by item of equipment.

3.8 OWNER TRAINING (ADVANCED)

- A. The Subcontractor shall provide on-the-job training by a suitably qualified instructor, to personnel designated by the Owner, to instruct them in the operation and maintenance of the systems.
 - 1. All training personnel shall be full-time employees of the Subcontractor.
 - a. In the event the Subcontractor does not have qualified instructors on staff for certain sophisticated equipment, a manufacturer's representative for such instruction will be provided by the Subcontractor, at no additional cost to the owner.
 - b. This representative must be a manufacturer's technical representative; training by a local sales representative is not acceptable.
 - 2. All training shall take place after the systems are operational, but before the acceptance tests.
 - 3. All training personnel shall hold certificates from either AVIXA or another recognized organization or institution, providing formal training in audiovisual engineering or installation.
 - 4. All training personnel should have been part of the installation team, where feasible.

5. Training will be available in each room type during normal operating hours.
 6. A trainer will be available by appointment for non-operating hours.
- B. The cost to train Owner's personnel to service the equipment shall be listed separately by item of equipment.
- C. The Subcontractor shall include pricing to have a continuous on-site presence during the first two (2) months of operation, if required. This presence shall include all operating hours of the facility.
1. All onsite personnel shall be full-time employees of the Subcontractor.
 2. All onsite personnel shall hold certificates from either ICIA or another recognized organization or institution, providing formal training in audiovisual engineering or installation.
 3. All onsite personnel should have been part of the installation team, where feasible.
 4. Where possible, the onsite personnel shall have attended, or conducted, the training sessions as outlined above.
 5. Additional onsite support shall be provided for the first three major events held at the Academy, whether or not these events occur during normal hours of operation.

3.9 POST-COMPLETION DOCUMENTATION

- A. During usage and maintenance of the system, the Owner may request changes and modifications to the system configuration. In order to maintain current and accurate system documentation, the following guidelines shall be followed:
1. All system changes shall be redlined in the existing documentation. This documentation shall be copied and returned to the Contractor's office for modification in CAD.
 2. All system changes shall be "bubbled" with a revision number attached. This revision number shall also be in the revision block of the drawing, with the date and reason for the revision.
 3. This finished documentation supplied on a USB or other approved media and sent to the Owner, with a copy to the Consultant.
 4. At the earliest opportunity, but no later than the next preventative maintenance visit, a hard copy of the revised drawing shall be placed in the appropriate place in the drawing set. The drawing it is replacing shall remain in the set and be stamped "Superseded" with the date.
- B. The procedures outlined above shall also be followed for all other documentation, and for the duration of their maintaining the system.

END OF SECTION

IFB Attachment 3

AV Drawings

IFB #3121

***See digital file at**

<https://ogs.ny.gov/procurement/bid-opportunities>

IFB Attachment 4
AV Project Deliverables and
Acceptance Criteria

IFB #3121

AV Project Deliverables and Acceptance Criteria

| Deliverable | Acceptance Criteria | Due |
|--|--|-----|
| 1. Project Management Plan – Project Plan (Schedule) | Outlines agreed upon milestones, dependencies, planned and actual dates, responsible parties, and includes all required milestones such as submittals, IP lists, room readiness, deliveries, testing phases, training, UAT, and final documentation. | |
| 2. Project Management Plan – Risk Management Plan | Includes RAID log and Risk Register with documented mitigation strategies and RAID management plan. | |
| 3. Project Management Plan – Communication Plan | Defines communication cadence, channels, stakeholder registry, and vendor-side escalation process. | |
| 4. Project Management Plan – Training Plan and Delivery | Approved and successfully delivered Basic and Advanced Training sessions with supporting training guides and materials. | |
| 5. Project Management Plan – Testing Plan | Approved upon successful UAT. Includes documented test scripts, scenarios, and cases covering systems, video, audio, signal paths, DSP, control functions, loudspeakers, and supervision of UAT in accordance with Acceptance Testing requirements. | |
| 6. Budget and Change Order Documentation | Defines and documents the agreed-upon budget management and change order process. | |
| 7. Programming and Configuration | System is programmed and configured per Owner requirements, including control system GUI, coding standards, DSP presets, IP/network configuration, shop drawings, cut sheets, | |

| | | |
|--------------------------|---|--|
| | and room readiness criteria. Acceptance based on successful end-to-end UAT. | |
| 8. Physical Installation | All components delivered, inventoried, mounted, cabled, terminated, and documented with as-built drawings in accordance with Owner requirements. | |
| 9. Project Closeout | Acceptance based on successful 60-day production stabilization period and delivery of user operation guides, third-party manuals, warranty/support agreements, SLAs, and post-completion documentation. | |