

**JEFFERSON COMMUNITY COLLEGE PURCHASING DEPARTMENT
1220 COFFEEN STREET
WATERTOWN, NEW YORK 13601**

Pursuant to the provisions of Section 103 of the General Municipal Law, State of New York, sealed bids will be received by the Jefferson Community College Purchasing Department at the above address for the following:

Furnish complete to specifications:

Virtual Reality Systems and Accessories (Microsoft HoloLens 2 or equivalent)

The award of this bid is subject to appropriation of funds necessary by the Jefferson Community College Board of Trustees. The College reserves the right to reject any or all bids, deemed not to be in the best interest of the College, at the sole discretion of the College.

Further information is available within the Purchasing Department. Please call Kaycee Ondrasek at (315) 786-2246. If you have questions relative to the specifications, please contact Monica Papagni, Director of Instructional Technology, at (315) 786-2301. All bids must be submitted in a sealed envelope plainly marked, "Bid: Virtual Reality Systems" Attention: Purchasing Department on or before 2:00 p.m. on Monday, May 8, 2023, in Room 1-110 in the Lansing Administration Building. The bids will be publicly opened at 2:30 p.m., in Room E-115 in the Extended Learning Center.

Attached please find the appropriate bid forms and specifications. All bids must be submitted on ***three*** complete sets.

Kaycee Ondrasek, Purchasing
Jefferson Community College
1220 Coffeen Street
Watertown, NY 13601-1897



INTRODUCTION and BACKGROUND:

The College is requesting pricing for the specifications provided (list of equipment and accessories) for the delivery of twenty-six (26) Microsoft HoloLens 2 virtual reality systems and accessories to be used for instruction. The College guarantees no minimum or maximum purchases as a result of any award. Jefferson's IT staff will be responsible for any on-site testing and installation of the equipment.

SCOPE OF WORK:

The awarded vendor will provide twenty-six (26) fully operational virtual reality systems (Microsoft HoloLens 2 or equivalent) with the specified accessories. Systems should be on New York State and/or GSA contract, if applicable.

Any special equipment requirements should be provided as part of the bid and the College's Facilities Department will coordinate the install of power needs.

This bid is for fully operational virtual reality systems and accessories only (Microsoft HoloLens 2 or equivalent). Jefferson's IT Staff will perform all on-site testing of equipment and accessories. No inside installation will be required. All equipment documentation must be included. Bid must include all delivery charges to Jefferson Community College. The College reserves the right to reject any or all proposals.

AVAILABILITY: All components MUST be readily available and final delivery must be no later than Wednesday, May 31, 2023.

VENDOR QUALIFICATIONS:

Only companies whose principal business is computer products, including peripherals and accessories and support for a period of no less than 10 years, need apply. These companies shall be authorized by the manufacturer(s) of the proposed equipment to sell, install, support and service the equipment offered. Written documentation of this authorization may be required upon request.

EQUIPMENT SPECIFICATIONS:

The following specifications are desired by the College and are not meant to be exclusionary. Any reference to a specific manufacturer, model, etc. is meant to reflect the minimum features, characteristics, and capabilities of a particular product. All equivalent products which meet or exceed the minimum requirements will be considered. **Please include any assembly and/or shipping fees.** Variations must be reasonable in the eyes of the College. **THE DECISION OF THE COLLEGE WILL BE FINAL.** The following information is based on the current virtual reality systems and accessories.

Jefferson Community College requires the following component *specifications* provided (list of equipment/system components) for the complete build and delivery of twenty-six (26) virtual reality systems and accessories:

- Quantity 26, Microsoft HoloLens 2 smart glasses, 64 GB, MFG Part #: NJX-00001
 - Display
 - Optics: see-through holographic lenses (waveguides)
 - Native passthrough, 8MP cameras at 30 fps
 - Display Type: 2 LBS binocular
 - Resolution: 2K 3:2 light engines (1440x936 per eye)
 - Refresh Rate: 60 Hz
 - Holographic density: >2.5 radiants (light points per radian)
 - Eye-based rendering: Display optimization for 3D eye position
 - Sensors
 - Head Tracking: 4 visible light camera
 - Eye Tracking: 2 IR cameras
 - Depth: 1-MP time-of-flight (ToF) depth sensor
 - IMU: Accelerometer, gyroscope, magnetometer
 - Camera: 8-MP skills, 1080p30 video
 - Audio and Speech
 - Microphone Array: 5 channels
 - Speakers: Built-in spatial sound
 - Image
 - Visible FoV: 43° horizontal, 29 ° vertical, 52° diagonal
 - Human Understanding
 - Hand Tracking: Two-handed fully articulated model, direct manipulation
 - Eye Tracking: Real-time tracking
 - Voice: Command and control on-device; natural language with internet connectivity
 - Windows Hello: Enterprise-grade security with iris recognition
 - Environment Understanding:
 - 6DoF Tracking: World-scale positional tracking
 - Spatial Mapping: Real-time environment mesh
 - Mixed Reality Capture: Mixed hologram and physical environment photos and video
 - Compute and Connectivity
 - SoC: Qualcomm Snapdragon 850 Compute Platform
 - HPU: Second-generation custom-built holographic processing unit
 - Memory: 4-GB LPDDR4x system DRAM
 - Storage: 64-GB UFS 2.1
 - WiFi: WiFi 5 (8.211ac 2x2)
 - Bluetooth: 5.0
 - USB: USB Type-C
 - Fit
 - Single Size: Yes
 - Fits Over Glasses: Yes
 - Weight: 566g

- Software
 - Windows Holographic Operating System
 - Microsoft Edge
 - Dynamics 365 Remote Assist
 - Dynamics 365 Guide
 - 3D Viewer
 - Power
 - Battery Life: 2-3 hours of active use
 - Charging: USB-PD for fast charging
 - Cooling: Passive (no fans)
 - Contains Lithium Batteries
 - Device
 - Weight: 566 g
 - Material: plastic, foam
 - Headstrap: Hard padded retractable strap
 - Colors: Gray
 - Warranty: 1 year warranty
- Quantity 26, Microsoft Case for Microsoft HoloLens 2 Smart Glasses, MFG Part#: NKL-00001
 - Black
 - Manufactured by Marshall Electronics for Microsoft HoloLens 2 Smart Glasses
 - Quantity 26, Microsoft Power Adapter for Microsoft HoloLens 2 Smart Glasses, MFG Part #: NKK-00001
 - Manufactured by Marshall Electronics for Microsoft HoloLens 2 Smart Glasses
 - OutPut Connector Type: 24-pin USB-C
 - Dimensions and Weight:
 - Height: 1.1 inch
 - Weight: 2.4 ounce
 - Width: 2.5 inch
 - Depth 1.7 inch
 - Cables: 3.3 ft USB-C
 - Black
 - 1 year warranty
 - Quantity 26, Microsoft Overhead Strap for Microsoft HoloLens 2 Smart Glasses, MFG Part #: NKM-00001
 - Manufactured by Marshall Electronics
 - Black
 - Dimensions and Weight:
 - Height: 1 inch
 - Weight: 0.28 ounce
 - Width: 4.9 inch
 - Depth: 11.9 inch
 - Works in tandem with original headband during Microsoft HoloLens 2 operation

- Adds stability, enhances operator accuracy, device quality control and system compliance
- Quantity 5, Microsoft Brow Pad for Microsoft HoloLens 2 Smart Glasses, MFG Part #: QKQ-00001
 - Manufactured by Marshall Electronics
 - Black
 - Quantity 10 per package
 - Uses magnetic device to attach to Microsoft HoloLens 2 Smart Glasses
 - Dimensions and Weight
 - Height: 1.9 inch
 - Weight: 0.65 ounce
 - Width: 6.5 inch
 - Depth: 2.3 inch
- Assembly and/or shipping fees, if applicable.

BID FORMAT & CONTENT:

The following outline must be followed when responding to the bid:

- Bid Summary
- Vendor Profile, 3 Current Customer References and Qualifications
- Equipment Cost

Please submit three (3) copies of your bid.

The College reserves the right to reject any and/or all bids. The existence of this bid solicitation shall not, in any way, obligate the College to take any action regarding any bid submitted by a bidder to this request.

BID QUESTIONS:

Questions regarding the bid should be directed to Kaycee Ondrasek at (315) 786-2246 or via email to kondrasek@sunyjefferson.edu and ***must be received 7 days prior to the closing of this bid.*** A response will be provided in the form of an addendum to the bid on the College website and via email to all parties that have communicated their intent to respond to this bid.

EVALUTION CRITERIA:

The following criteria will be utilized when evaluating bids for the Virtual Reality Systems and Accessories (*Microsoft HoloLens 2 or equivalent*). This is not to be considered an all-inclusive list.

- Reliability and Performance of the Equipment Bid
- Cost (Equipment)
- The bid deemed to be in the best interest of the College at the sole discretion of the College.

The bids will be publicly opened at 2:30 p.m. at Jefferson Community College in Room E-115 in the Extended Learning Center. Completed bids will be reviewed and evaluated by the College in anticipation of the awarding of a contract.

An award will be made as soon as possible after the opening date. If the College purchases the equipment, final delivery must be NO LATER THAN Wednesday, May 31, 2023.

INSTRUCTIONS TO BIDDERS

01. Bids must be submitted in a sealed envelope marked with the name of the bidder and the words "SEALED BID" - written on the outside of the envelope. No employee in the Purchasing Department will be held liable for the premature opening of any bid received not designated as such.
02. Bidder assumes the risk of any delay in the mail. Whether sent by mail or by personal delivery, proposer assumes responsibility for having the bid deposited on time at the Purchasing Department. All bids received after the designated time will not be considered and will be returned to the bidder unopened.
03. The bid, as presented, shall remain valid for a period of one year from date of the opening.
04. No charge will be allowed for federal, state, municipal sales, and excise taxes from which the College is exempt. Exemption Certificates, if required, will be forwarded.
05. Any deviations to the scope of work need to be so noted and fully explained. Deviations will be analyzed and if deemed to be in the best interests of the College, may be waived.
06. The bid will be awarded to the lowest responsible proposer with a College approved design and meeting all award and evaluation criteria. The College guarantees no minimum or maximum purchases as a result of any award. The College reserves the right to reject any or all bids.
07. It shall be the responsibility of each bidder to call to the attention of the College any apparent discrepancy in the award criteria or any question or interpretation thereof. Failure to do so constitutes acceptance as written.
08. Bidders requesting copies of the bid tabulation shall do so in writing with a stamped self-addressed envelope enclosed.
09. The College reserves the right to "Revise" or "Amend" the bid award criteria prior to the proposal opening date by "Written Addendum". PLEASE NOTE THAT ALL REQUESTS FOR CLARIFICATION MUST BE RECEIVED IN WRITING TO THE COLLEGE NO LATER THAN 7 DAYS PRIOR TO THE BID DUE DATE. THE COLLEGE WILL NOT RESPOND TO ANY REQUESTS RECEIVED THEREAFTER.
10. The apparent silence of this specification as to any details or the omission from it of a detailed description concerning any part shall be interpreted as meaning that only the best commercial practices are to prevail and that only materials and workmanship of first quality are to be used.

11. Fax machines may not be used to convey proposals and any submitted will be returned.
12. All shipping/transportation charges shall be included in the bid total. If the equipment is to be leased, transportation charges must include the charges to take delivery of the equipment and the cost to return the equipment to the lessor at the end of the lease term.
13. All bid deposits will be held by the Jefferson Community College Treasurer until an award has been made and contracts have been signed.
14. A Performance Bond shall be required prior to contract execution.
Applicable to the Bid _____ Not Applicable X
15. Each Bidder must be prepared to present satisfactory proof of their capability and ability to successfully complete the requirements of this solicitation. The College reserves the right to make whatever investigations or inquiries necessary to determine the competency and ability of any bidder to complete the requirements of this solicitation. A review may include but not be limited to inspection of the bidder's facilities and equipment, references or previous contract performance with the College or others.

GENERAL SPECIFICATIONS AND REQUIREMENTS

- A) The College is exempt from all taxes and will furnish necessary exemption certificates upon request.
- B) Prices proposed shall be net and shall include all transportation costs to the destination indicated. If the equipment is leased, the bid must also include charges to return the proposed equipment to lessor at the end of the lease term.
- C) Explanation: Before an award, a certificate, executed by the Manufacturer, may be required stating that the proposer is an authorized agent, and that compliance will be made to all of the requirements of these specifications and proposal.
- D) Equivalency. In submitting a bid, the bidder is agreeing to provide goods and services consistent with the specifications. Where a brand name or equivalent specification is used in this solicitation, the use of any brand name noted is for the purpose of describing the standard of quality, performance, and characteristics desired and is not intended to limit or restrict competition.

If the product offered differs from the specifications, such differences must be explained in detail, and submitted with your bid. All products proposed as equivalent will be considered. A Contract, if awarded, will be on the basis of materials and equipment as described in the drawings and specifications and “Or Equal” items submitted by the bidder and accepted by the College.

The bidder may offer “or equal” items that meet the same performance and reliability standards as specified herein. If the bidder offers an “or equal” item, the bidder must include with the bid package, documentation establishing equality of construction, operation and utility. Said “or equal” items shall be accepted or rejected based upon the College’s evaluation of the submitted documentation and specifications. All costs associated with the review of any “or equal” items prior to recommendation of award, shall be at the bidders expense.

If a submitted “or equal” item is rejected, the bidders may be afforded an opportunity to meet with the College to offer additional qualifying opinions and information prior to the College rejecting the bid at the option of the College. However, if it is determined by the College that the materials or equipment do not meet the minimum acceptable specification, the vendor will not have the opportunity to offer the College other alternatives or to offer the original equipment specified by the College. Additionally, the bidder shall not have the opportunity to submit any alternative materials or equipment after the bids have been opened or awarded. Neither the College nor its representatives shall make any determinations as to equality of materials or equipment prior to the opening of the proposals.

The decision to accept or reject an “or equal” item rests solely with the College. If a substitute “or equal” item is not accepted by the College, the bid will be deemed non-

responsive, and the College shall reject this bid. The next qualified bid shall then be reviewed for recommendation of award.

- E) Delivery and installation are required according to the terms stated within this document. Date of delivery is required on the Bid Form.
- F) Successful bidder (if applicable) will be required to furnish all certificates of Insurance as required by the College, such as Auto Insurance, General Liability Insurance, Workers Compensation Insurance.

For all services contracted with Jefferson Community College the successful contractor shall procure and maintain insurance satisfactory to the College in the following areas of coverage and amounts:

Contractor shall maintain or cause to be maintained, in full force and effect during the term of this Agreement, at its expense, Worker's Compensation Insurance, Employer's Liability Insurance, Disability Insurance, Commercial General Liability Insurance, Motor Vehicle Liability Insurance and Professional Liability Insurance, and other insurance with stated minimum coverage, all as listed below. Such policies are to be in the broadest form available on usual commercial terms, shall be written by insurers licensed to do business in the State of New York and which have an A.M. Best Rating of A (-) or better as determined in the most recent A.M. Best publication, and who have been fully informed as to the nature of the services to be performed, and shall cover risks and liability contractor resulting from this Agreement. Commercial General Liability shall include personal injury liability. **Except for Workers' Compensation Insurance and Disability Insurance, the College, its officers, employees, and agents shall be named as additional insured on all such policies** with the understanding that any obligations imposed upon the insured (including without limitation, the liability to pay premiums) shall be the sole obligation of contractor and not those of the College. Notwithstanding anything to the contrary in this Agreement, contractor irrevocably waives all claims against the College for all losses, damages, claims or expenses resulting from risks commercially insurable under this insurance described in this Section. The provision of insurance by contractor shall not in any way limit contractor's liability under this Agreement.

	<u>Type of Coverage</u>	<u>MINIMUM Limits of Coverage</u>
<u> x </u>	Workers' Compensation and NYS Disability	Statutory
<u> x </u>	Business Automobile Liability (Combined Bodily Injury and Property Damage arising out of the ownership, operation, use, loading or unloading of all owned, leased, hired and non-owned vehicles)	\$1,000,000 Combined Single Limit

<u> x </u>	Commercial General Liability, (including Broad form contractual Liability, combined bodily injury and property damage)	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate Limit \$2,000,000 Products Completed Operations \$1,000,000 Advertising/Personal Injury \$10,000 Premises Medical Payment
<u> x </u>	Professional Liability	\$2,000,000 Aggregate \$1,000,000 Each Claim

At the time of execution of this agreement, and upon each policy renewal, Contractor shall submit to the College certificates of insurance evidencing Contractor's compliance with the requirements of this Section, including certificates of insurance from any approved subcontractors.

The successful bidder shall arrange with its insurance carrier to have Jefferson Community College, and its officers, employees, and agents listed as additional names insured on all certificates of insurance required for performance of this contract and shall provide proof acceptable to the College that those amendments to the insurance contract(s) have been accomplished. Contractors may provide an umbrella policy to meet coverage limits as set forth above.

- G) The successful bidder hereby agrees to indemnify and save harmless the College, its agents, employees, and/or representatives, from any or all liability, damage, costs, or expense which may be incurred or sustained due to any injuries, including death, to any person or persons whomsoever, or property whatsoever, arising out of or in connection with the terms of executing this contract, purchase order, etc.
- H) It is expressly understood and agreed that the successful bidder assumes entire responsibility for the safety of his property and the safety of his employees/representatives and agents as well as himself, while on the premises or in connection with carrying out the terms of this document.
- I) Award will be made to the lowest responsive bidder, who meets or exceeds the specifications; general specifications and requirements; conditions of this document, at the recommendation of the using department(s). An award letter will be issued followed by a contract or purchase order from the Purchasing Office of Jefferson Community College.

Unless noted otherwise, the College reserves the right to award this solicitation in whole or in part based on the lowest price of a single item, or group of items, or categories, etc. to a single proposer or to multiple proposers in any manner if deemed to be in the College's best interest.

- J) Any deviations to the specifications must be noted on the bid form and fully explained on Company Letterhead to be considered part of the proposal.

- K) The term of this agreement will be FORTY-EIGHT (48) months. Jefferson Community College reserves the right to extend the resulting agreement an additional TWELVE (12) months upon agreement of both parties in writing.

Applicable X___

Not Applicable ___

- L) Units of measurement should be annotated with the quantity listed so comparisons may be made without researching the item.

Applicable X

Not Applicable ___

- M) No Contractor to whom this Contract is granted or awarded, shall assign, transfer, convey, subcontract, or otherwise dispose of all or part of said contract, or of his right, title, and interest herein, including the performance of this contract or the right to receive monies due, or to become due, or of his power to execute this without the proper written consent of the Jefferson Community College Purchasing Agent.

Applicable X___

Not Applicable _____

- N) Multi-employer workplaces. Employers who produce, use, or store hazardous chemicals at the workplace in such a way that the employees of other employers may be exposed (for example, employees of a construction contractor working on-site) shall additionally ensure that the hazard communication programs developed and implemented under paragraph (e)[OSHA 1910.1220 (2)] include the following:

(1) The methods the employer will use to provide the other employers of any precautionary measures that need to be taken.

(2) The methods the employer will use to inform the other employers of any precautionary measures that need to be taken.

- O) The bidder agrees to pay in accordance with New York State Labor Law and New York State schedule of Labor Rates. He will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

Applicable ___

Not Applicable X

- P) New York State Prevailing Wage Rates: If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the successful vendor is responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this bid and will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

The current schedule(s) of the prevailing rates and prevailing hourly supplements can be accessed at the New York State Department of Labor website @

www.labor.state.ny.us. Rates can also be obtained by contacting the Department of Labor at (315) 428-4056.

The bidder agrees to pay in accordance with New York State Labor Law and New York State schedule of Labor Rates. He will conduct his business in strict compliance with County Law, New York State Labor Laws, Federal OSHA Laws, and all other laws that apply.

Applicable ____

Not Applicable X

- Q) Labor rates as required by New York State Department of Labor shall be provided prior to the start of any work in compliance with this document. The College will only pay, and the vendor agrees to only charge prevailing wage rates to those employees of any organization that are required by New York State law to receive said rates in the course of doing work for the College. The College reserves the right to withhold payment to the successful vendor pending receipt of certified payrolls in accordance with New York State Department of Labor regulations. Upon notice of award the College will provide the name and address of the individual to whom the certified payrolls must be forwarded before invoices will be approved and paid.

The Contractor agrees to verify all rates with the New York State Department of Labor prior to submitting a proposal and prior to doing any work for the College as well as to establish which of those workers involved in any part of the contract for the College are required by law to receive said rates.

Applicable _____

Not Applicable X__

Vendors currently on the NYS Labor Department Debarred list will not be considered for award of this contract. By submitting a bid for consideration, the Vendor is indicating to the County that they are currently in good standing with the NYS Department of Labor at the time of the bid.

Applicable ____

Not Applicable X

- R) Cooperative Bidding. It is understood and agreed that in addition to Jefferson Community College, other County agencies as well as municipalities within the County may also participate in this bid. Each municipal government in the County may utilize this bid and enter into its own contract with any successful bidder based upon these specifications and bids received. Bidder understands and agrees that submission of its bid to the College is also submission of the bid to participating municipalities.

Jefferson Community College reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104. However, it is understood that the extension of the contracts to a municipality are at the discretion

of the vendor and the vendor is only bound to any contract between Jefferson Community College and the vendor. Additionally, the College reserves the right to purchase any goods or services included as a part of this bid from any means legally available to it at any time.

All orders/contracts will be issued by the participating entities. Each participating entity shall be billed by and make payment directly to the successful bidder.

Upon request, participating entities must furnish the contractor with the proper tax exemption certificates and documentation of tax exempt status.

- S) Venues and Disputes. The exclusive means of disposing of any dispute arising under a contract with Jefferson Community College, which is not disposed of by agreement, shall be decided in a New York State Court of competent jurisdiction located with Jefferson County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the Vendor must proceed diligently with contract performance. The Vendor waives any dispute or claim not made in writing and received by the College within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for sum certain and must be fully supported by all cost and pricing information.
- T) FOIL Requests. The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, mandates public access to certain government records. Generally, proposals submitted in response to this solicitation may constitute government records subject to FOIL. Proposals may contain, among other things, certain technical, financial, or other data and information that constitute trade secrets, if publicly disclosed, could cause substantial injury to the commercial enterprise's competitive position.
- U) Non-Appropriations Clause.

In accordance with New York State General Municipal Laws, Jefferson Community College will not be liable for any purchases or contracts for goods or services for which funding is not available. The awarding of a purchase and/or contract is subject to the appropriation funds and approval by the Jefferson Community College Board of Trustees. Any agreement between the College and the successful vendor shall be executory only to the extent of the monies appropriated therefore. Contract award decisions will be made public as soon as possible. Vendors should not assume that their proposal has been approved until the receipt of official notification from the College. Neither this solicitation nor any representation by any public employee or office creates any legal or moral obligation to request, appropriate, or make available monies for the purpose of this solicitation.

In accordance with New York State General Municipal Laws the College will not be liable for any purchases or contracts for goods or services for which funding is not available. As a result, the vendor agrees to hold the College harmless for any contracts let for which funding either does not currently exist or for which funding has been removed prior to the issuance of a purchase order and/or contract by the College. Issuance of a purchase order and/or

contract by the College indicates that the College currently has and has set aside adequate funds to procure the goods and services indicated in the purchase order or contract. Should it become necessary for the College to cancel a project or purchase after an order to proceed or purchase order has been issued, the College will only be liable for and the vendor agrees to only assess those financial damages that it can prove to have incurred as a result of the cancellation.

V) Iranian Energy Sector Divestment. Contractor hereby represents that said Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor has not:

1. Provided goods and services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas for the energy sector of Iran; or
2. Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five days or more if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

Any Contractor who has undertaken any of the above and is identified on a list created pursuant to Section 165-a(3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

Except as otherwise specifically provided herein, every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- a) “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 to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b).” Jefferson Community College will accept this statement electronically or within the bid documents submission in accordance with the provisions of Section 103 of the General Municipal Law.

Except as otherwise specifically provided herein, any Bid that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder cannot make the certification as set forth in subdivision (a) above, the Bidder shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The College reserves its rights, in accordance with General Municipal Law Section 103-g, to award the Bid to any Bidder who cannot make certification, on a case-by-case basis under the following circumstances.

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The College has made a determination the goods or services are necessary for the College to perform its functions and that, absent such an exemption, the College would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the College in writing and shall be a public document.

W) Sexual Harassment Compliance. Contractor hereby represents that said Contractor is in compliance with New York State Labor Law Section 201-g relative to Sexual Harassment prevention and training to all of its employees.

Every Contractor submitting a bid in response to this Request for Bids must certify and affirm the following under penalties of perjury:

- a) 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 201-g of the labor law.
- b) Jefferson Community College will accept this statement electronically or within the bid documents submission.

**JEFFERSON COMMUNITY COLLEGE
BID FORM & NON-COLLUSIVE BIDDING CERTIFICATE**

BID TITLE: *Virtual Reality Systems and Accessories (Microsoft HoloLens 2 or equivalent)*

DATE OF PROPOSAL: _____

TOTAL BID COST: (\$ _____ Dollars and _____ Cents)

The undersigned proposes to furnish products and/or services to specifications and/or award criteria included in this bid document, at the price(s) set forth, as required to meet the College's needs. Any deviation to the award criteria and/or specifications must be noted on the bid form, fully explained on Company Letterhead and attached or the deviations will not be considered part of the proposal. Please be advised that vendor changes to bid specifications and/or bid form may render a bid non-responsive and the bidder will be disqualified.

By submission of this proposal, 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 to the best of their knowledge and belief:

1. The prices in this bid/proposal 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; and
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.
4. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.

This proposal/bid is signed by the bidder with full knowledge and acceptance of all the provisions of the general specifications, the proposal, and the group specifications.

Time needed for delivery after receipt of order: _____

Manufacturer's term or warranty and conditions (if applicable): _____

Deviations: Yes _____ No _____

Company Name: _____

Federal Identification #: _____

Address: _____

City, State, Zip Code: _____

Area Code/Telephone No: _____

Authorized Signature: _____

Printed Name: _____ Title: _____

Date: _____

NOTE: THE BID FORM AND NON-COLLUSIVE BIDDING CERTIFICATE MUST BE SIGNED TO COMPLETE BID/RFP.

Attachment
Certification Pursuant to Section 103-g
of the New York State General Municipal Law

1. 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 to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
2. A Bid shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification set forth in Paragraph A above, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Department to the political subdivision, public department, agency or official thereof to whom the bid is made, or his designee, may award a bid, on a case-by-case basis under the following circumstances:
 - a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - b. The College has made a determination the goods or services are necessary for the College to perform its functions and that, absent such an exemption, the College would be unable to obtain the goods or services for which the Bid is offered. Such a determination shall be made by the College in writing and shall be a public document.

This proposal is signed by the bidder with full knowledge and acceptance of all the provisions listed above.

	Company Name
	Address
	Zip Code
	Telephone Number
	AUTHORIZED SIGNATURE
	TITLE
	DATE

Attachment
Certification Pursuant to Section 201-g
of the New York State Labor Law

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 (Section 201-g) of the labor law.

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 to the best of its knowledge and belief that each bidder is compliant and meets the requirements of Section 201-g of the labor law.

A Bid shall not be considered for award, nor shall any award be made where the conditions set forth above has not been complied with.

This proposal is signed by the bidder with full knowledge and compliance of all the provisions listed above.

	Company Name
	Address
	Zip Code
	Telephone Number
	AUTHORIZED SIGNATURE
	TITLE
	DATE

NON-BIDDER'S RESPONSE FORM

For purposes of maintaining accurate bidder's lists and facilitating your firm's response to our invitation for bid, Jefferson Community College is interested in ascertaining reasons for prospective bidders' failure to respond to invitations for bids. If your firm is not responding to this bid, please indicate the reason(s) by checking any appropriate item(s) below and returning this form to, Jefferson Community College Purchasing Department, 1220 Coffeen Street, Watertown, New York, 13601. Failure to either submit a bid proposal or return this form will result in removal of your firm's name from our bidder's lists. Thank you for your cooperation.

We are not responding to this invitation for bid for the following reason(s):

- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Our items or materials do not meet specifications.
- ☐ Specifications not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Incorrect address used. Correct mailing address is:

- ☐ Our branch/division handles this type of bid.
Correct name and mailing address is:

- ☐ We are unable to bid at this time but would like to continue to receive invitations for bids.

- ☐ We are unable to bid and wish to be removed from the bidder's lists.

NAME OF FIRM: _____
MAILING ADDRESS: _____
CITY/STATE/ZIP CODE: _____
VENDOR REPRESENTATIVE (printed name): _____
VENDOR REP (SIGNATURE): _____
DATE: _____