

BIDDING REQUIREMENTS for PURCHASING

NOTICE AND INFORMATION FOR BIDDERS

The DORMITORY AUTHORITY OF THE STATE OF NEW YORK
("DASNY")

Bid No. 355740

Bid Title: Furnish and Deliver Audio Video Equipment

Notice and Information to Bidders

Attachment A: Bid Breakdown and Schedule

Attachment B: Detailed Specifications

Attachment C: Scope of Work and Site Logistics

This Notice and Information to Bidders, Attachment A: Bid Breakdown and Schedule, Attachment B: Detailed Specifications and Attachment C: Scope of Work and Site Logistics shall collectively be referred to herein as the "**Purchase Order Documents.**"

Section 1.0 – Notice to Bidders & Bid Opening

Sealed bids for the above referenced Bid/Project will be received by DASNY at its office located at 515 Broadway, Albany, NY 12207.

Bids are due by 2:30 p.m. on **Friday, September 6th, 2024**

Only those bids in the hands of DASNY on or prior to the Bid Opening Date will be considered.

Each bid must be identified, on the outside of the envelope, with the name and address of the bidder and designated a bid for the Project titled above. When a sealed bid is placed inside another delivery jacket, the bid delivery jacket must be clearly marked on the outside "**BID ENCLOSED**" and "**ATTENTION: PURCHASING.**" DASNY will not be responsible for receipt of bids which do not comply with these instructions.

Individuals and entities submitting bids in person or by private delivery services should allow sufficient time for processing through building security to assure that bids are received prior to the deadline for submitting bids. A late bid will be returned to the sender unopened and will not be considered in issuing a purchase order.

Bids shall be publicly opened and read aloud. Bid results can be viewed at DASNY's website; <http://www.dasny.org>.

In accordance with State Finance Law § 139-j and § 139-k, this solicitation includes and imposes certain restrictions on communications between DASNY personnel and a prospective bidder during the procurement process. Designated staff for this solicitation is:

Procurement Administrator: Kevin Towle
ktowle@dasny.org

Contacts to other DASNY personnel regarding this procurement may disqualify the prospective bidder and affect future procurements with governmental entities in the State of New York. For more information pursuant to this law, refer to DASNY's website; <http://www.dasny.org> or the OGS website: <http://www.ogs.state.ny.us>.

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Section 2.0 - Preparation of Bids

- A. Bids must be submitted on the Bid Breakdown and Schedule attached hereto as **Attachment A** in the Bidder's full legal name or the Bidder's full legal name plus any registered assumed name (the "Bidder"). Bids shall be enclosed in a sealed envelope, addressed to DASNY, and marked with the name and address of the Bidder and the Bid Number. All blank spaces for bid prices must be filled in. Conditional bids shall not be accepted. Bids shall not contain any recapitulation of the Work to be done. No oral, facsimile transmittal, electronic or telephonic bids or modifications of bids shall be considered. Bids shall contain an original signature of the Bidder in the space provided on the Bid Breakdown and Schedule.
- B. Unless otherwise noted, Bidder shall provide in the Bid Breakdown and Schedule the following information:
- a. Manufacturer & Model Number
 - b. Manufacturer's cut sheets
 - c. Construction specifications, (note Marketing materials are not specifications)
 - d. Installation specifications (if applicable)
 - e. Attachment Details (if applicable)
 - f. Warranty Information
 - g. Listing of deviations for each item, including sizes, dimensions, profiles, materials, finishes,
 - h. Construction methods and functions, on company letterhead. (if applicable)
 - i. Samples, if Requested
- C. Basis for Award: The basis for award is "GRAND TOTAL" lump sum price. Bidder shall be responsible for the complete scope of work at the "GRAND TOTAL" lump sum price.
- D. Bids that are illegible or that contain omissions, alterations, additions, or items not called for in the bidding documents may be rejected as not responsive. Any bid which modifies, limits, or restricts all or any part of such bid, other than as expressly provided for in the Purchase Order Documents, may be rejected as not responsive.
- E. DASNY may reject any bid not prepared and submitted in accordance with the provisions of the Purchase Order Documents.
- F. Any bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof and any bid received after such time and date shall not be considered.
- G. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.
- H. No action or proceeding concerning in any way any bid for the Contract or the Contract shall be brought against DASNY in any location other than Albany County unless DASNY specifically consents, in writing, to a change of venue.

Section 3.0 – Site Visit

A site visit is not required. Refer to Site Logistics for site information.

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Section 4.0 - Examination of the Detailed Specifications and Scope of Work and Site Logistics

- A. Prospective bidders shall examine the Detailed Specifications set forth in **Attachment B** attached hereto and the Scope of Work and Site Logistics set forth in **Attachment C** attached hereto, carefully and, before bidding, shall make a written request to DASNY's Designated Representative for an interpretation or correction of any ambiguity, inconsistency, or error therein which should be discovered by a reasonably prudent bidder. Every request for such interpretation must be received at least ten (10) days prior to the Bid Opening Date. Such interpretation or correction, as well as additional provisions DASNY shall decide to include, shall be issued in writing by DASNY as an Addendum, which shall be posted to DASNY's website. Such Addendum shall become a part of the Purchase Order Documents and shall be binding on prospective bidders whether or not the bidder receives or acknowledges the actual notice of such Addendum. Requirements of the Purchase Order Documents shall apply to Addenda.
- B. Only interpretations, corrections or additional provisions to this Notice and Information to Bidders issued in writing by DASNY as Addenda shall be binding. No officer, agent or employee of DASNY is authorized to explain or to interpret the Purchase Order Documents by any other method and any such explanation or interpretation, if given, shall not be relied upon by the bidder.
- C. Each bid shall be construed to be completely in accordance with the Purchase Order Documents unless the bidder explains all deviations in detail on a separate letterhead attached to the bid.
- D. In the Bid Breakdown and Schedule and the Detailed Specifications, the words "or equal" are understood to appear after each reference to a commodity giving manufacturer's name or catalog reference. Should "or equal" commodities not be accepted, this will be stated clearly in the Bid Breakdown and Schedule and Detailed Specifications. If bidding or proposing commodities other than those specified, the bidder must in every instance give all information required in Section 2.0 (B) of this Notice and Information for Bidders. Products will only be considered if proof of comparability is provided to DASNY in writing. A determination that a commodity or product is an "or equal" will be determined by DASNY in its sole and absolute discretion and any such determination will be final. The burden of proof and all costs related thereto concerning the "or equal" nature of the substitute item, whether approved or disapproved, shall be borne by the Bidder. Only complete submittals, as requested, will be considered and evaluated by DASNY. Failure to comply with any or all above shall result in immediate disqualification.
- E. DASNY reserves the right to award a procurement and issue a Purchase Order and/or contract, on the basis of the lowest bid for each item set forth in this Notice and Information for Bidders, on the basis of the proposal judged to be the "best value".
- F. When bids are requested on a by-item or by-lot basis, a Bidder must designate the item or lot cost or affirmatively indicate there is no charge. Items or lots left undesignated will be determined as not being bid and such bid shall be otherwise non-responsive.

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- G. The Bidder must insert the price per unit specified, and the price extension for each item in this bid if required. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices must be extended in decimals, not fractions.
- H. Prices must be net, including transportation, delivery charges and applicable taxes fully prepaid by Bidder to the designation(s) indicated.
- I. Prices and information required by the Bid Breakdown and Schedule except the signature of the Bidder, should be typewritten or printed legibly. Submissions written in pencil may be rejected.
- J. At the time of the opening of bids, each bidder shall be presumed to have inspected the Site and to have read and to be familiar with the Purchase Order Documents. The failure or omission of any Bidder to receive or to examine any Purchase Order Document shall in no way relieve any Bidder from any obligation in respect to the bid of such Bidder.
- K. DASNY reserves the right to make awards within one hundred twenty (120) days after the date of the bid opening or proposal due date, during which period bids or proposals shall not be withdrawn.
- L. If two or more bidders submit identical bids as to price, the decision of DASNY to issue a Purchase Order and/or contract to one or more of such identical Bidders shall be made in DASNY's sole and absolute discretion and any such determination shall be final
- M. A Purchase Order issued and/or contract awarded by DASNY shall be deemed executory only to the extent of moneys available, and no liability shall be incurred by DASNY beyond the moneys available therefore.
- N. Unless otherwise specified, the quantities listed in the Bid Breakdown and Schedule are subject to change to conform with DASNY requirements. The quantities listed are estimated only and the Purchase Order shall be for the quantities actually ordered.
- O. Unless terminated or cancelled by DASNY, a Purchase Order and/or contract will remain in force for the period specified or until all commodities ordered before the termination date shall have been satisfactorily delivered and accepted.
- P. Without the prior consent, in writing, of DASNY, the successful Bidder shall not assign, transfer, convey, sublet or otherwise dispose of the Purchase Order and/or contract or the right, title, duties or interest therein or the power to execute any contract to any other person, company or corporation.
- Q. It is hereby understood between the parties hereto that the relationship created by the Purchase Order Documents between DASNY and the successful Bidder is one of independent contractor and it is in no way to be construed as creating an agency relationship between said parties nor is it to be construed as in any way or under any circumstances to be creating or appointing the awarded Bidder as an agent of DASNY for any purpose whatsoever.
- R. If the same or smaller quantity of a commodity is sold by a Bidder holding a contract with the State of New York for a Commodity at a price below the state contract price, the price to DASNY shall be reduced to the lower price.

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- S. DASNY reserves the right to request a representative sample of a commodity or product at any time. The sample shall be furnished within a reasonable period of time as specified by DASNY. If the sample, in the judgment of DASNY, is not in accordance with the requirements of the Detailed Specifications and Scope of Work and Site Logistics, DASNY may in its sole and absolute discretion permit a period of time for a reworking of the sample or reject the bid or quote.
- T. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a bid or quote.
- U. When an accepted sample exceeds the minimum specifications set forth in the Detailed Specifications, all commodities delivered will be of same quality and identity as the sample.
- V. Samples must be submitted free of charge and be identified with the Bidder's name, address and DASNY Bid or Quote number. Detailed Specifications may indicate that the commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the Bidder to examine such sample shall NOT entitle them to any relief from the conditions imposed in the Purchase Order Documents.
- W. Rough and shop drawings shall be furnished as deemed necessary and required by the Detailed Specifications. Such drawings shall be consistent with the Purchase Order Documents and shall be considered as forming part of the Detailed Specifications and the Purchase Order to which they relate.
- X. The successful Bidder will be required to, in all respects, guarantee the Work to the Owner. The Vendor shall forthwith repair, replace or remedy in a manner approved by the Owner, at the Vendor's expense, any Commodities, or other part of the Work found by the Owner to be defective or otherwise faulty and not in compliance with the Purchase Order Documents, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Purchase Order, from the date of either (1) the proper delivery of all Commodities in connection with the Purchase Order to the Site or (2) the delivery of the final invoice in connection with the Purchase Order from the Vendor to the Owner, whichever is later. The Vendor is also liable for any damage to the Work, any damage to the work of Other Vendors and Vendors, and any damage to the property of the Owner or Site resulting from said defect or fault.

Section 5.0 - Qualifications of Bidder

- A. DASNY may make such investigation as DASNY deems necessary to determine the responsibility of any Bidder or to determine the ability of any bidder to provide the commodities or otherwise provide the work set forth in the Purchase Order Documents. Bidders shall furnish to DASNY all information and data required by DASNY, within the time and in the form and manner required by DASNY. DASNY reserves the right to reject any bid if the evidence required by DASNY is not submitted as required or if the evidence submitted by or the investigation of any bidder fails to satisfy DASNY that the bidder is responsible, or is able or qualified to carry out the obligations of contained in the Purchase Order Documents or to complete the work as contemplated.
- B. DASNY reserves the right before making an award to make investigations as to whether or not the commodities, qualifications or facilities offered by the Bidder meet the requirements set forth in the Detailed Specifications and Scope of Work and Site Logistics are sufficient to insure the proper performance of the Purchase Order Documents.

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Section 6.0 - Executive Order No. 170.1 – Uniform Guidelines for Responsibility Determinations

The criteria contained in Executive Order No. 170.1 dated June 23, 1993 (9 NYCRR § 4.170, Context and Analysis, Historical Note 32) will also be applied in the bid review process. In the event of any conflict between the criteria in Executive Order No. 170.1 and the criteria in the Purchase Order Documents, the stricter criteria shall apply.

Section 7.0 - Executive Order No. 125 – NYS Vendor Responsibility Questionnaire

- A. For any commodity Purchase Order or contract of \$100,000 or more, the New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) shall be submitted by the apparent low bidder to DASNY. Executive Order No. 125 dated May 22, 1989 is found at 9 NYCRR §4.125.
- B. The Bidder shall submit a New York State Vendor Responsibility Questionnaire For-Profit Construction (CCA-2) to DASNY for any subcontractor proposed for the Work upon request of DASNY.
- C. DASNY recommends that Bidders file the required Vendor Responsibility Questionnaire online via the New York State VendRep System (the “System”). To enroll in and use the System, see the System Instructions at http://www.osc.state.ny.us/vendrep/vendor_index.htm or go directly to the VendRep System online at <https://onlineservices.osc.state.ny.us>. Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID or for System assistance, contact the Office of the State Comptroller’s (“OSC”) Help Desk at 866-370-4672 or 518- 408-4672 or email ciohelpdesk@osc.state.ny.us. Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the System website www.osc.state.ny.us/vendrep or may contact DASNY (DASNY) or OSC’s Help Desk for a copy of the paper form.

Section 8.0 - Opportunity Programs Requirements

- A. Bidder agrees, in addition to any other nondiscrimination provision of the Purchase Order Documents and at no additional cost to DASNY, to fully comply and cooperate with DASNY in the implementation of NYS Executive Law ARTICLE 15-A, PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS and Article 17-B, SERVICE DISABLED VETERAN OWNED BUSINESSES. These requirements will include: equal employment opportunities for minority group members and women (EEO), plus opportunities for minority and women-owned business enterprises (M/WBE). The Vendor’s demonstration of good faith efforts shall also be a part of these requirements.
- B. Goals have been waived for this Procurement.

Section 9.0 – Issuance of Purchase Order/Award of Contract

- A. Issuance of the Purchase Order and/or contract shall be made to the successful Bidder submitting the lowest bid, if:
 - 1. In the opinion of DASNY, the bid is responsive to the bid solicitation and the requirements of the Purchase Order Documents, and such Bidder, is responsible.

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2. The Bidder submits required documents as described under Section 11.0 – Forms and Documents.
 - B. Alternates, if included in the Bid Breakdown and Schedule, shall be selected in the sole and absolute discretion of DASNY when awarding the procurement and issuing Purchase Order and/or contract. Alternates shall be listed in their order of priority, and acceptance shall be made in the same order, except that DASNY, at its sole and exclusive discretion, may by-pass any Maintenance or Warranty Service Alternates. The lowest bid will then be determined by adding, to the Bidder's total base bid, all Alternates chosen by DASNY.
 - C. DASNY reserves the sole and exclusive right to reject any bid or all bids, to waive any informalities or irregularities or omissions in any bid received or to afford any Bidder an opportunity to remedy any informality or irregularity.
 - D. The issuance of the Purchase Order and/or contract shall not be construed as a guarantee by DASNY that the plant, equipment, and the general scheme of proposed operations of a Bidder is either adequate or suitable for the satisfactory performance of the Work or that other data supplied by a Bidder is accurate.
 - E. Purchase Orders and Contracts more than \$1,000,000 are subject to the approval of the NYS Office of the State Comptroller ("OSC").

Section 10.0 - Substantial Completion

All the work of the Purchase Order Documents shall commence upon issuance by DASNY of the Purchase Order and the Vendor shall achieve Substantial Completion no later than the date set forth on the Purchase Order.

Section 11.0 – Forms and Documents

Each bidder shall complete and submit to DASNY, pursuant to provisions stated in this Notice and Information for Bidders, the following forms and documents:

Bidding Requirements: each bidder shall submit the following at time of bid:

- Bid Breakdown and Schedule
- Omnibus Procurement Certification
 - Non-Collusive Bidding;
 - Non-Segregated Facilities;
 - Non-discrimination in Employment in Northern Ireland;
 - Federal Equal Employment Opportunity Act;
 - Transfer of Offset Credits;
 - 2005 Procurement Lobbying Law;
 - Code of Business Ethics; and
 - Iran Divestment.
- Contractor ST-220 if over \$100,000.00
- W-9 Form
- Alternate Form (if applicable)

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Section 12.0 – Supplemental Requirements

Prevailing Wage

NYS Labor Law requires all wages paid by contractors and subcontractors on public work projects be paid at the prevailing wage rates. Included in the Purchase Order documents is the current rate schedule for the appropriate county. Contractors and Subcontractors are responsible for obtaining current rates throughout the course of the project. The NYS Department of Labor (NYS DOL) updates these rates on July 1st of each year. Current rates can be obtained on the NYS DOL website (www.labor.state.ny.us) or by fax at (518) 485-1870. Note that the successful Bidder will be required to submit an executed Contractor and Subcontractor Certification and certified payrolls, which include the hours and days worked by each workman, laborer or mechanic, the occupation at which he worked, the hourly wage rate paid and the supplements paid or provided, must be submitted with each and every payment requisition.

Section 13.0 - Project Labor Agreement

DASNY has determined that its interest in obtaining the best work at the lowest possible price, preventing favoritism, fraud and corruption, other considerations such as the impact of delay, the possibility of cost savings advantages and any local history of labor unrest are best met by use of a Project Labor Agreement (“PLA”) on this Project. The successful low bidder as a condition of this Contract award, must execute the PLA in the Purchase Order Documents following the Form of Bid. The Work undertaken in connection with this Project will be governed by, and subject to the conditions set forth in the PLA. All Subcontractors of every tier, will be required to execute a Letter of Assent, included in the enclosed PLA, agreeing to be bound by the PLA. The PLA has been approved by the Building and Construction Trades Department, AFL-CIO.

This Project is considered Excluded from the PLA.

EXCLUDED PLA PROJECTS

DASNY and the Building and Construction Trades Council of Greater New York and Vicinity (the “Council”) have entered into a Memorandum of Understanding (“MOU”) that requires the use of a Project Labor Agreement (“PLA”) on applicable covered projects within the City of New York. While this Project is considered an “Excluded Project”, under the MOU and therefore the use of a PLA is optional on this Project, the successful prime contractor performing work on this Project shall have the option to voluntarily execute the PLA. This is to provide potential bidders of the Project with notice of this option, consistent with the provisions of the MOU. Execution of the applicable PLA following the Information for Bidders is not a requirement to perform work on this Project.

Section 14.0 – Interim Guidance For Construction Activities During The COVID-19 Public Health Emergency

All Bidders and/or contractors at a DASNY project must comply with the “INTERIM GUIDANCE FOR CONSTRUCTION ACTIVITIES DURING THE COVID-19 PUBLIC HEALTH EMERGENCY” Issued by the New York State Department of Health and located at: www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/ConstructionMasterGuidance.pdf.

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Attachment A: Bid Breakdown & Schedule

Bidder: _____

DASNY Contact: Kevin Towle, Purchasing Coordinator, (518) 257-3209

Services/Product Required By: As soon as possible based on product lead times.

Description: Furnish and Deliver Audio Video Equipment

Bid Open Location: DASNY, Corporate Headquarters, 515 Broadway, Albany, NY 12207

Bid Open Date and Time: _____ at 2:30PM EST.

| Manufacturer | Make/Model | Description | Qty | UOM | Unit Price | Extended Price |
|---------------------|---|--|------------|------------|-------------------|-----------------------|
| Samsung | VM55B-U | Digital Signage Display | 4 | EA | \$ | \$ |
| Peerless-AV | DS-VW650 | Wallmount | 4 | EA | \$ | \$ |
| TVONE | C3-503 | Coriomaster Micro Chassis | 1 | EA | \$ | \$ |
| TVONE | CM-HDMI-4IN | 4 Port HDMI HD Input Card | 1 | EA | \$ | \$ |
| TVONE | CM-HDMI-SC-4OUT | 4-PORT HDMI HD OUTPUT CARD | 1 | EA | \$ | \$ |
| Mersive | Solstice POD | Wireless screen sharing and media player | 1 | EA | \$ | \$ |
| | <i>Provide size from elevation</i> | Whiteboard - Provide size from elevation | 4 | EA | \$ | \$ |
| Dalite | Model C with CSR 94358 Manual with Controlled Screen Return | 110" diag. (54x96) Wall-mounted Projection Screen with Matte White Surface and extension brackets. Wall- or ceiling-mounted screen for larger rooms with a controlled screen return that ensures a quiet, controlled return to the case. | 1 | EA | \$ | \$ |
| Epson | PowerLite L260F | Projector | 1 | EA | \$ | \$ |
| Peerless-AV | ACC 570W | Ceiling Bracket for projector pole mount | 1 | EA | \$ | \$ |
| Peerless-AV | AEC0305W | Adjustable pole for projector pole mount | 1 | EA | \$ | \$ |
| Peerless-AV | PRG-UNVW | Projector Mount | 1 | EA | \$ | \$ |
| Samsung | LH65QBCEBGCXGO | Samsung Interactive Pro 65" | 1 | EA | \$ | \$ |
| Peerless-AV | SFP680 | Mount for Touchscreen | 1 | EA | \$ | \$ |
| Magewell | Pro Convert HDMI Plus (64020) | HDMI to NDI [Network video Encoder] | 1 | EA | \$ | \$ |
| Magewell | Pro Convert for NDI® to HDMI (64100) | NDI to HDMI [Network video | 2 | EA | \$ | \$ |

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| | | | | | | |
|--------------------------|--|---|---|------|----|----|
| | | Decoder] | | | | |
| Middle Atlantic Products | TOR-4-20RP TOR-PRT flush mount ring required | Wall Mounted tilt out equipment rack and flush mounting ring | 1 | EA | \$ | \$ |
| Dual AV | LU43PW | Wall mounted speakers | 1 | Pair | \$ | \$ |
| Extron | MPA 152 Plus (60-844-03) | Power amplifier Stereo Amp - 15 Watts/Ch | 1 | EA | \$ | \$ |
| Extron | SW4 HD 4K PLUS (60-1604-01) | Four Input 4K/60 HDMI auto source Switcher | 1 | EA | \$ | \$ |
| SP Controls | PixiePlus Device Control Module (PXE- DCM+) | Wall mounted 8 button room controller | 2 | EA | \$ | \$ |
| Custom | Custom 1 gang wall plate | Wall plate with 1. HDMI, and 1 USB Type B connection | 1 | EA | \$ | \$ |
| Extron | Cable Cubby 500 (70-1045-02) | Cable Cubby 1 HDMI, 1 Display port, and 1 USB-C cable supplied separately | 1 | EA | \$ | \$ |
| Extron | AC 104 US, Cord (60-1889-01) | 2 US AC Outlets, 12 A Breaker, 2 Outlets Under counter | 1 | EA | \$ | \$ |
| Extron | IPCP Pro S1 xi (60-1979-01) | IPCP Pro xi Control Processor | 1 | EA | \$ | \$ |
| Extron | TLP Pro 725M (60-1563-02) | 7" Wall Mount TouchLink Pro Touchpanel | 1 | EA | \$ | \$ |
| | Delivery | Drop ship delivery to site | 1 | LS | \$ | \$ |

If bidding or proposing commodities other than those specified, the bidder must, in every instance, give all information required in Section 2.0 (B) of the Notice and Information for Bidders. Products will only be considered if proof of comparability is provided to DASNY in writing. A determination that a commodity or product is an "or equal" will be determined by DASNY in its sole and absolute discretion and any such determination will be final.

TOTAL BID _____

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(The below questions 1) and 2) need only be answered if the above total bid is for one million dollars or more)

- 1. Does your firm anticipate the use of subcontractors and outside suppliers specific to this procurement
Yes No
- 2. Does your firm anticipate the creation of employment opportunities arising from this procurement?
Yes No

(The below information must be completed for all bids.)

Identify all subcontractors, if any: _____

STATE, PROVINCE FOR FOREIGN COUNTRY
THAT YOUR FIRM'S PRINCIPAL PLACE OF
BUSINESS IS LOCATED:

BIDDER (FIRM NAME)

ADDRESS OF FACTORY OR PLANT WHERE
ITEMS ARE MANUFACTURED AND/OR
ASSEMBLED. *(Attach additional sheet(s) if more
than one manufacturer)*

SIGNATURE

NAME (TYPE/PRINTED)

TITLE

Date

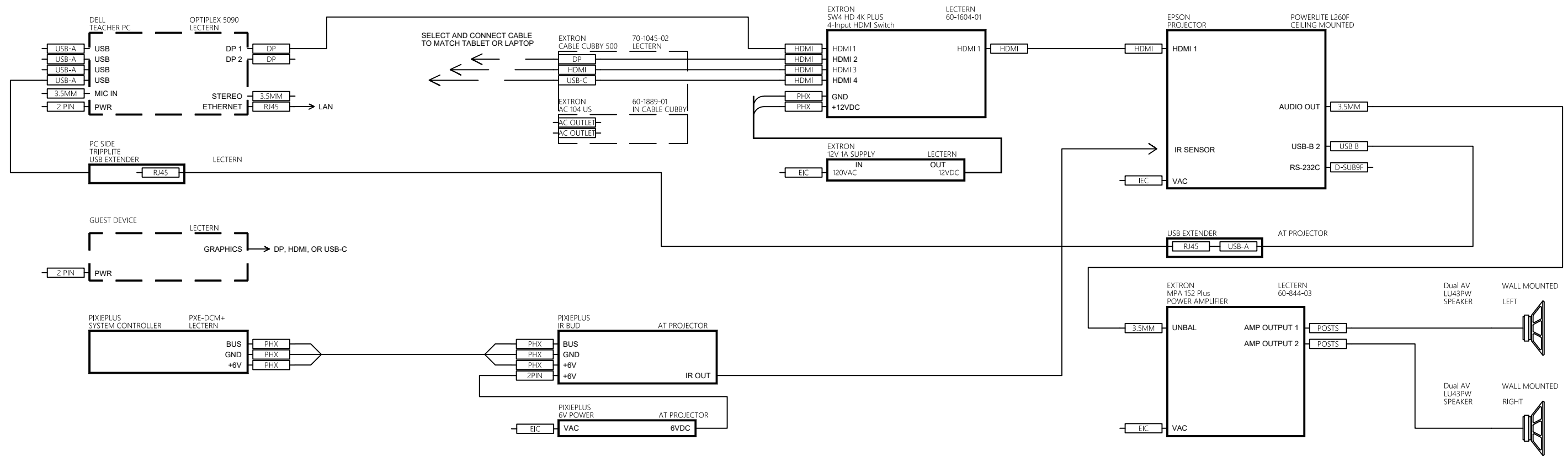
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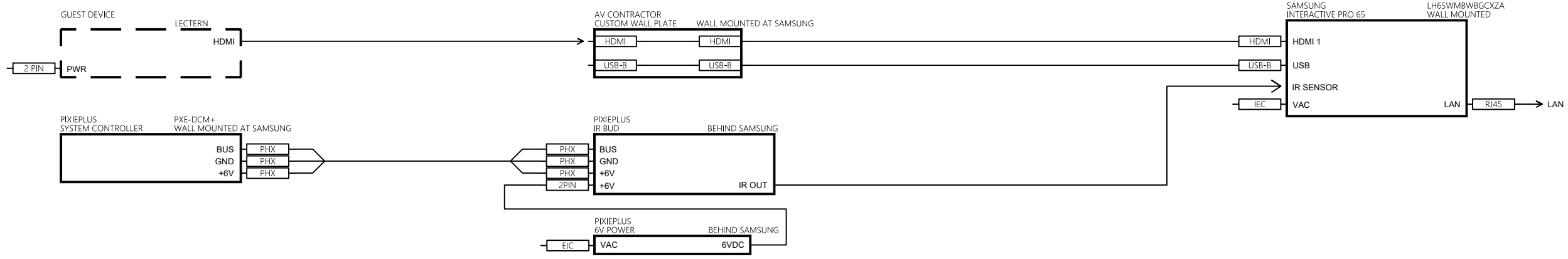
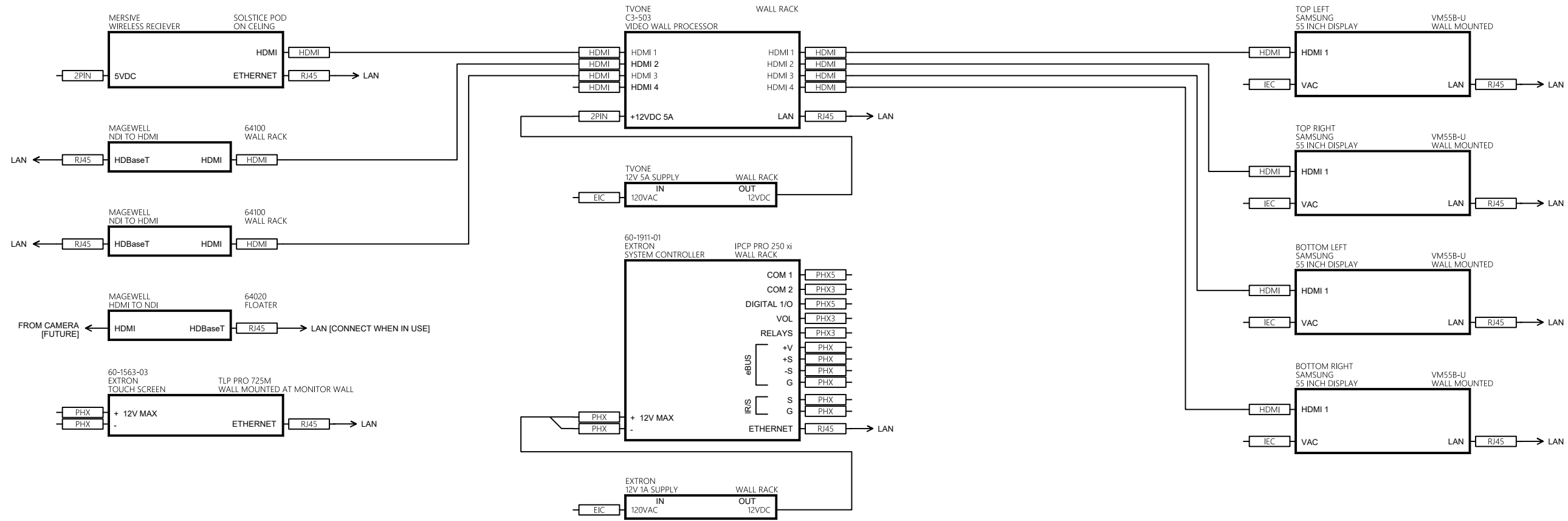
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Attachment B: Detailed Specifications

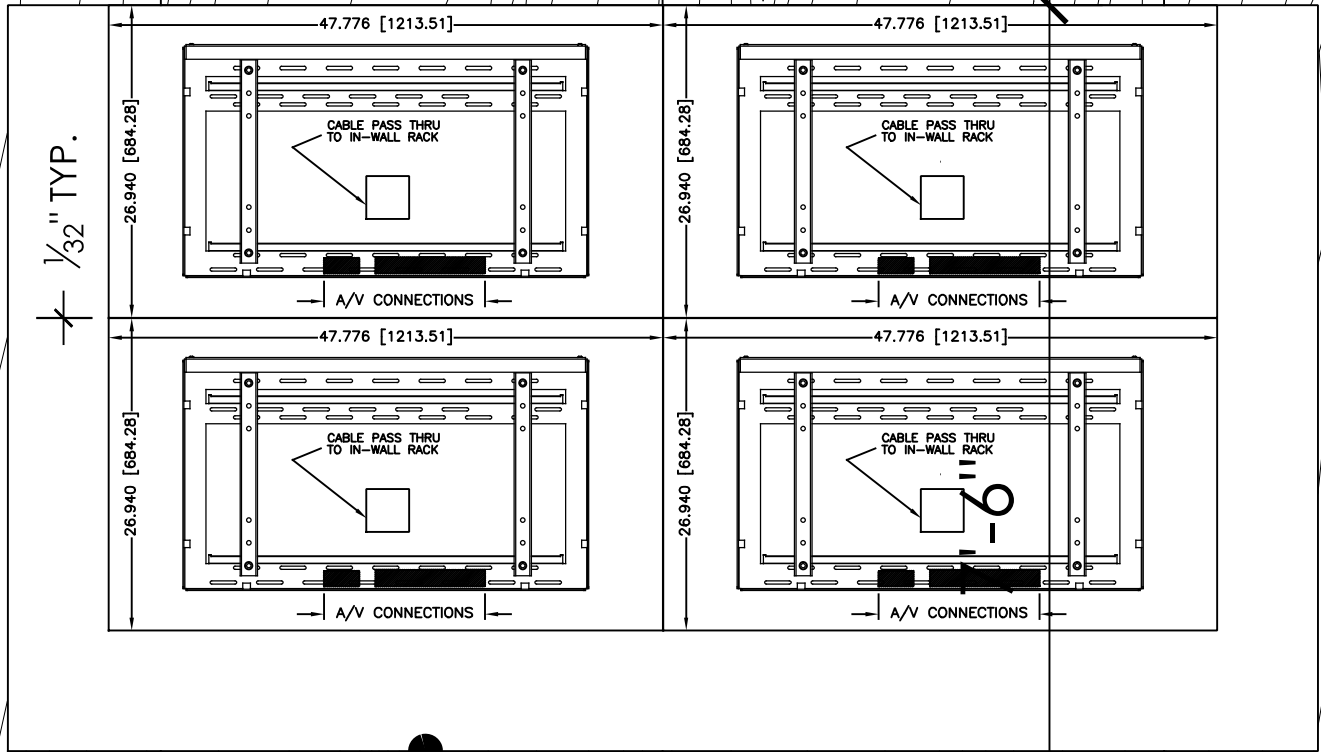
| Manufacturer | Make/Model | Description | Qty | Location |
|---|--|---|--------|-------------------------|
| Samsung | VM55B-U | Digital Signage Display | 4 | 4N-109 |
| Peerless | DS-VW650 | Wallmount | 4 | 4N-109 |
| TVONE | C3-503 | Coriomaster Micro Chassis | 1 | Rack (4N-109A) |
| TVONE | CM-HDMI-4IN | 4 Port HDMI HD Input Card | 1 | Rack (4N-109A) |
| TVONE | CM-HDMI-SC-4OUT | 4-PORT HDMI HD OUTPUT CARD | 1 | Rack (4N-109A) |
| Mersive | Solstice POD | Wireless screen sharing and media player | 1 | Rack (4N-109A) |
| | Provide size from elevation | Whiteboard - Provide size from elevation | 4 | See Drawings |
| Dalite | Model C with CSR 94358 Manual with Controlled Screen Return | 110" diag. (54x96) Wall-mounted Projection Screen with Matte White Surface and extension brackets. Wall- or ceiling-mounted screen for larger rooms with a controlled screen return that ensures a quiet, controlled return to the case. | 1 | 4N-110C |
| Epson | PowerLite L260F | Projector | 1 | 4N-110C |
| Peerless-AV | ACC 570W | Ceiling Bracket for projector pole mount | 1 | 4N-110C |
| Peerless-AV | AEC0305W | Adjustable pole for projector pole mount | 1 | 4N-110C |
| Peerless-AV | PRG-UNVW | Projector Mount | 1 | 4N-110C |
| Samsung | LH65WMBWBGCXZA change to: LH65QBCEBGCXGO | Samsung Interactive Pro 65" | 1 | 4N-109 |
| Peerless Industries - Peerless-AV SmartMount | SFP680 | Mount for Touchscreen | 1 | 4N-109 |
| Magewell | Pro Convert HDMI Plus (64020) | HDMI to NDI [Network video Encoder] | 1 | Floater |
| Magewell | Pro Convert for NDI® to HDMI (64100) | NDI to HDMI [Network video Decoder] | 2 | Rack (4N-109A) |
| Middle Atlantic Products | TOR-4-20RP TOR-PRT flush mount ring required | Wall Mounted tilt out equipment rack and flush mounting ring | 1 | 4N-109A |
| Dual AV | LU43PW | Wall mounted speakers | 1 pair | 4N-110C |
| Extron | MPA 152 Plus (60-844-03) | Power amplifier Stereo Amp - 15 Watts/Ch | 1 | 4N-110C |
| Extron | SW4 HD 4K PLUS (60-1604-01) | Four Input 4K/60 HDMI auto source Switcher | 1 | 4N-110C |
| SP Controls | PixiePlus Device Control Module (PXE-DCM+) | Wall mounted 8 button room controller | 2 | 4N-109 (x1)4N-110C (x1) |
| Custom | Custom 1 gang wall plate | Wall plate with 1. HDMI, and 1 USB Type B connection | 1 | 4N-109 |
| Extron | Cable Cubby 500 (70-1045-02) | Cable Cubby 1 HDMI, 1 Display port, and 1 USB-C cable supplied separately | 1 | 4N-110C |
| Extron | AC 104 US, Cord (60-1889-01) | 2 US AC Outlets, 12 A Breaker, 2 Outlets Under counter | 1 | 4N-110C |
| Extron | IPCP Pro S1 xi (60-1979-01) | IPCP Pro xi Control Processor | 1 | 4N-109 |
| Extron | TLP Pro 725M (60-1563-02) | 7" Wall Mount TouchLink Pro Touchpanel | 1 | 4N-109 |





1/32" TYP.

1/32" TYP.



47.776 [1213.51]

47.776 [1213.51]

26.940 [684.28]

26.940 [684.28]

47.776 [1213.51]

47.776 [1213.51]

26.940 [684.28]

26.940 [684.28]

A/V CONNECTIONS

A/V CONNECTIONS

A/V CONNECTIONS

A/V CONNECTIONS

CABLE PASS THRU TO IN-WALL RACK

CABLE PASS THRU TO IN-WALL RACK

CABLE PASS THRU TO IN-WALL RACK

CABLE PASS THRU TO IN-WALL RACK

SAMSUNG

User Manual

VM55B-R VH55B-E VM46B-U VM55B-U VM55B-E

The color and the appearance may differ depending on the product, and the content in the manual is subject to change without prior notice to improve the performance.

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Chapter 01







Before Using the Product

Safety Precautions

The following safety instructions are to ensure your personal safety and prevent property damage. Please read the following to ensure the proper use of the product.

Safety symbols

| Symbol | Name | Meaning |
|---|-------------|--|
|  | Warning | A serious or fatal injury may result if instructions are not followed. |
|  | Caution | Personal injury or damage to properties may result if instructions are not followed. |
|  | Prohibition | Do NOT attempt. |
|  | Instruction | Follow directions. |

| CAUTION | | | |
|---|--|---|--|
| RISK OF ELECTRIC SHOCK. DO NOT OPEN. | | | |
| CAUTION: TO REDUCE THE RISK OF ELECTRIC SHOCK, DO NOT REMOVE COVER (OR BACK). THERE ARE NO USER SERVICEABLE PARTS INSIDE. REFER ALL SERVICING TO QUALIFIED PERSONNEL. | | | |
|  | This symbol indicates that high voltage is present inside. It is dangerous to make any kind of contact with any internal part of this product. |  | AC voltage: Rated voltage marked with this symbol is AC voltage. |
|  | This symbol indicates that this product has included important literature concerning operation and maintenance. |  | DC voltage: Rated voltage marked with this symbol is DC voltage. |
|  | Class II product: This symbol indicates that a safety connection to electrical earth (ground) is not required. If this symbol is not present on a product with a mains lead, the product MUST have a reliable connection to protective earth (ground). |  | Caution. Consult instructions for use: This symbol instructs the user to consult the user manual for further safety related information. |

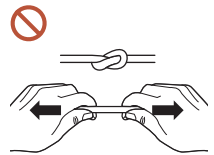
Electricity and Safety

The following images are for reference only. Real-life situations may differ from what is shown in the images.

Warning

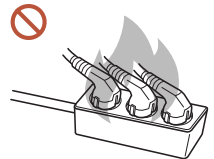


Do not touch the power plug with wet hands.
Otherwise, an electric shock may result.







Do not bend or pull the power cable with force. Be careful not to leave the power cable under a heavy object.

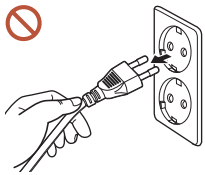
Product failure, an electric shock or fire may result from a damaged cable.



Do not connect multiple products to a single power socket.
Overheated power sockets may cause a fire.

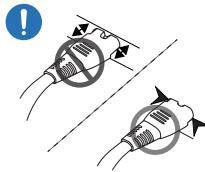
-  Insert the power plug all the way in so it is not loose.
An unsecure connection may cause a fire.
-  Clean any dust around the pins of the power plug or the power socket with a dry cloth.
A fire may result.
-  Connect the power plug to a grounded power socket. (Except for devices that do not provide grounding)
An electric shock or injury may result.
-  Do not use a damaged power plug or a loose power socket.
An electric shock or fire may result.

Caution




Hold the plug when disconnecting the power cable from the power socket.

An electric shock or fire may result.




When connecting the power plug to the port, be sure to connect it completely.


If the power plug is not completely connected to the port, the plug may be unexpectedly disconnected, or there is a risk of overheating due to overcurrent, leading to safety accidents.

 Only use the power cable provided with your product by Samsung. Do not use the power cable with other products.

An electric shock or fire may result.

 Keep the power socket where the power cord is connected unobstructed.

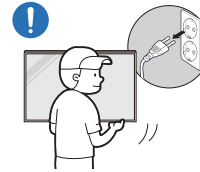
When a problem occurs with the product, the power cord must be unplugged to completely cut off power to the product. Note that the product is not completely powered down by using only the power button on the remote.

 Do not disconnect the power cable while the product is being used.

The product may become damaged by an electric shock.

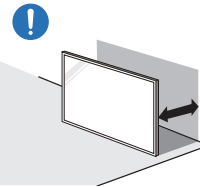
Installation

Warning



Before moving the product, turn off the power switch and disconnect the power cable and all other connected cables.

Damage to the cable may cause a fire or electric shock.



When installing the product, keep it at a distance from the wall so that it is well ventilated.

An increased internal temperature may cause a fire.



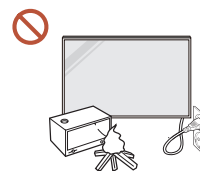
Do not install the product in a poorly ventilated space such as bookcase or closet.

An increased internal temperature may cause a fire.



Keep the plastic packaging out of the reach of children.

Children's misuse of the plastic packaging may cause suffocation.



Do not install the power cable (DC power supply) and the product near heat sources.

(Candles, mosquito repellents, cigarettes, sprays, heating devices, places exposed to direct sunlight, and more)



When installing the product, fix it firmly so that it does not fall.

If the product is not fixed firmly and a child touches the product while playing, the product may fall, causing damage to the product or injury to the child.



Do not install the product in a kitchen or near a kitchen counter.

Edible oil or oil vapor can damage or deform the product.



Have a technician install the wall-mount hanger.

Installation by an unqualified person can result in an injury. Only use approved cabinets.

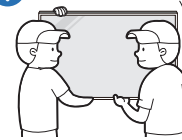


If the product is installed in an unusual location, the surrounding environment may cause a serious quality problem. Therefore, be sure to contact Samsung Customer Service Center before installation.

(Places where many fine dusts are generated, places where chemicals are used, places with too high or low temperatures, places with a lot of moisture or water, transportation equipment such as vehicles, airports and stations used continuously for a long time, and more)



Caution



When lifting and moving the product, do not touch the screen display, and make sure that at least two people work together.

The product may fall, causing personal injury or product damage.



Do not lay down the product on its front.

The screen may become damaged.



Prolonged exposure to direct sunlight may discolor the surface of the screen display.

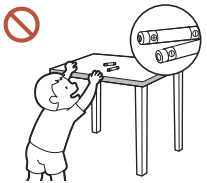
Operation

Warning



If the product generates a strange noise, a burning smell, or smoke, unplug the power plug immediately and contact your Samsung Customer Service Center.

An electric shock or fire may result.



Keep the remote control batteries and the small accessories out of the reach of children. Ensure children do not swallow any of them.

If children have had the battery in their mouths, consult your doctor immediately.



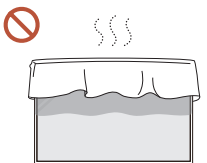
If the product is dropped or its appearance is damaged, turn off the power switch and disconnect the power cord. Then contact Samsung Customer Service Center.

Continued use can result in an electric shock or a fire.



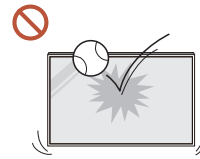
Do not move the product by pulling the power cord or any cable.

Product failure, an electric shock or fire may result from a damaged cable.



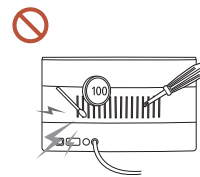
Ensure the vents are not blocked by tablecloths or curtains.

An increased internal temperature may cause a fire.



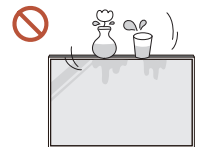
Do not apply an impact to the product.

- The screen display may be damaged.
- An electric shock or fire may result.



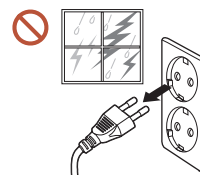
Do not insert metallic objects (chopsticks, coins, hairpins, etc) or objects that burn easily (paper, matches, etc) into the product (via the vent or input/output ports, etc).

- If foreign substances enter the product, be sure to power off the product and disconnect the power cord. Then contact Samsung Customer Service Center.
- Product failure, an electric shock or fire may result.



Do not place objects containing liquid (vases, pots, bottles, etc) or metallic objects on top of the product.

- If foreign substances such as water enter the product, be sure to disconnect the power cord. Then contact Samsung Customer Service Center.
- Product failure, an electric shock or fire may result.



During a lightning or thunderstorm, power off the product and disconnect the power cord.

An electric shock or fire may result.



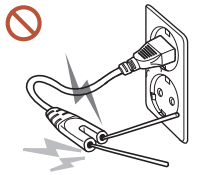
Do not leave heavy objects or items that children like (toys, sweets, etc.) on top of the product.

The product or heavy objects may fall as children try to reach for the toys or sweets resulting in a serious injury.



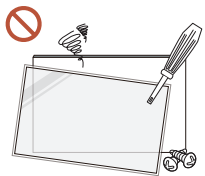
Do not hang on or climb on the product.

- The product may fall, causing personal injury or even death.
- Be especially careful that children do not hang on or climb on the product.




While the power plug is plugged into a power socket, do not insert a chopstick or other conductor into a remaining power socket. Also, after disconnecting the power plug from the power socket, do not touch the pins of the plug immediately.

Otherwise, an electric shock may result.




There is a high voltage inside the product. Never disassemble, repair or modify the product yourself.

- Contact Samsung Customer Service Center for repairs.
- An electric shock or fire may result.

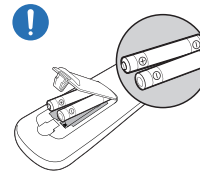
 If a gas leakage is found, do not touch the product or the power plug, and ventilate the room immediately.

Sparks can cause an explosion or fire.

 Do not use humidifiers or stoves around the product.

An electric shock or fire may result.

Caution




Insert each battery so that its polarity (+, -) is correct.

If the polarity is not correct, the battery may rupture or the internal fluid may leak, causing contamination and damage to the surroundings, fire, or personal injury.




Do not place heavy objects on the product.


Product failure or personal injury may result.

 When you do not use the product for a long time due to vacation or other reason, disconnect the power cord from the power socket.


Dust accumulation combined with heat can cause a fire, electric shock or electric leakage.

 Use the product at the recommended resolution and frequency.

Your eyesight may deteriorate.

 The batteries (and rechargeable batteries) are not ordinary refuse and must be returned for recycling purposes. The customer is responsible for returning the used or rechargeable batteries for recycling.

The customer can return used or rechargeable batteries to a nearby public recycling center or to a store selling the same type of the battery or rechargeable battery.

 Rest your eyes for more than 5 minutes for every 1 hour of product use.

Eye fatigue will be relieved.

- !** Leaving the screen fixed on a stationary image for an extended period of time may cause afterimage burn-in or defective pixels.

When you do not use the product for a long time, activate power-saving mode or set the screen saver to moving-picture mode.
- !** Do not use or keep combustible spray or an inflammable substance near the product.

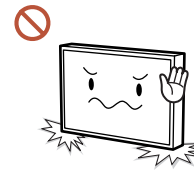
An explosion or fire may result.
- ⊘** Use only the specified standardized batteries, and do not use a new battery and a used battery at the same time.

Otherwise, the batteries may be damaged or cause fire, personal injury or damage due to a leakage of the internal liquid.
- ⊘** Do not watch the product screen too closely and continuously for a long time.

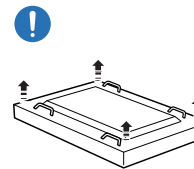
Your eyesight may deteriorate.
- ⊘** Do not lift or move the product when it is in operation.
- ⊘** Do not touch the screen when the product has been turned on for an extended period of time as it will become hot.
- ⊘** When using headphones or earphones, do not turn the volume too high or use them for a long time.

Damage to your hearing may result.

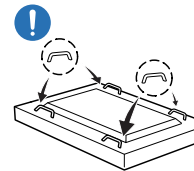
Precautions when handling the panel



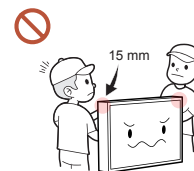
Do not stand the product as shown in the image. The panel is fragile and can get damaged.



Lay the product down to handle it as shown in the image. (the packaging can be used).



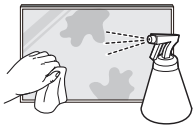
Ensure you use the handles on the back when moving the product.



Do not hold or grasp any area of the product within 15 mm from the front.

Cleaning

Warning



Do not spray water or cleaner directly on the product.

- The product's surface may be damaged, or the markings may be erased.
- An electric shock or fire may result.

Caution



When cleaning, be sure to disconnect the power plug and wipe gently with a soft and dry cloth such as superfine fibers or cotton flannels to prevent scratches.

The product's surface may be damaged, or the markings may be erased.



Be sure to use a soft and dry cloth such as superfine fibers or cotton flannels because the surface of the product and the screen display are vulnerable to scratches.

The product's surface or the screen display can be easily scratched with foreign substances.



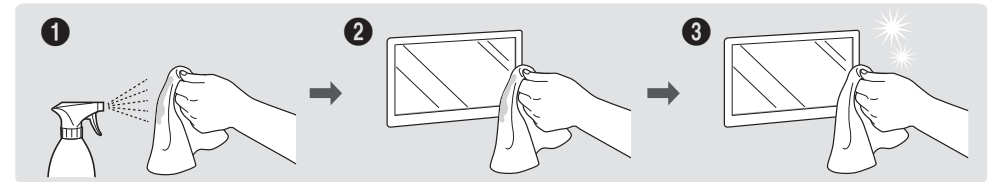
Do not apply chemicals containing alcohol, solvent, or surfactant such as wax, benzene, thinner, pesticide, air freshener, lubricant, or cleaner to the product.

The product's exterior may be discolored or cracked, the surface of the panel may be peeled off, or the markings may be erased.

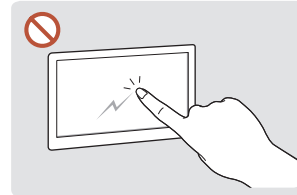
Storage and Maintenance

Cleaning the exterior and display

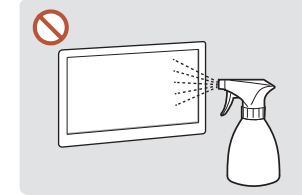
Wipe the surface with a slightly wet, soft cloth, and then wipe with a dry cloth.



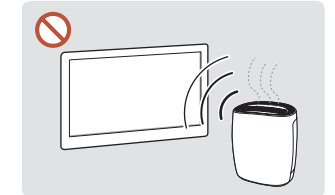
Precautions



Do not scratch the screen with nails or sharp objects. Scratches may leave marks or damage the product.



Do not spray water directly on any part of the product. Product failure, an electric shock or fire may result from water that enters the product.



Due to the characteristics of high-glossy products, using a UV humidifier nearby may create white-colored stains on the product.

- Removing a sticker attached on the screen may leave residues. Clean the residues before watching the screen.
- Do not strongly press and rub the product. Damage to the product may result.
- Do not wipe the screen with chemicals. Product failure may result.
- Contact Samsung Customer Service Center if the inside of the product needs cleaning (service fee will be charged).

Chapter 02

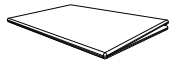
Preparations

Checking the Components

- Contact the vendor where you purchased the product if any components are missing.
- The appearance of the components may differ from the images shown.
- A stand is not provided with the product. To install a stand, you can purchase one separately.
- The RS232C adapter can be used to connect to another monitor using the D-SUB (9-pin) type RS232C cable.

Components

— Components may differ in different locations.



Quick Setup Guide



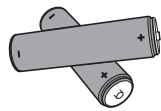
Warranty card
(Not available in some locations)



Regulatory guide



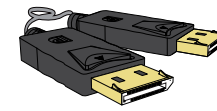
Power cord



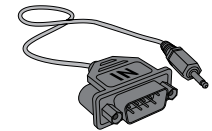
Batteries (AAA x 2)
(Not available in some locations)



Remote Control



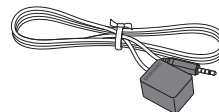
DP cable



RS232C adapter



Wall Mount Adapter x 4 / Screw
x 4

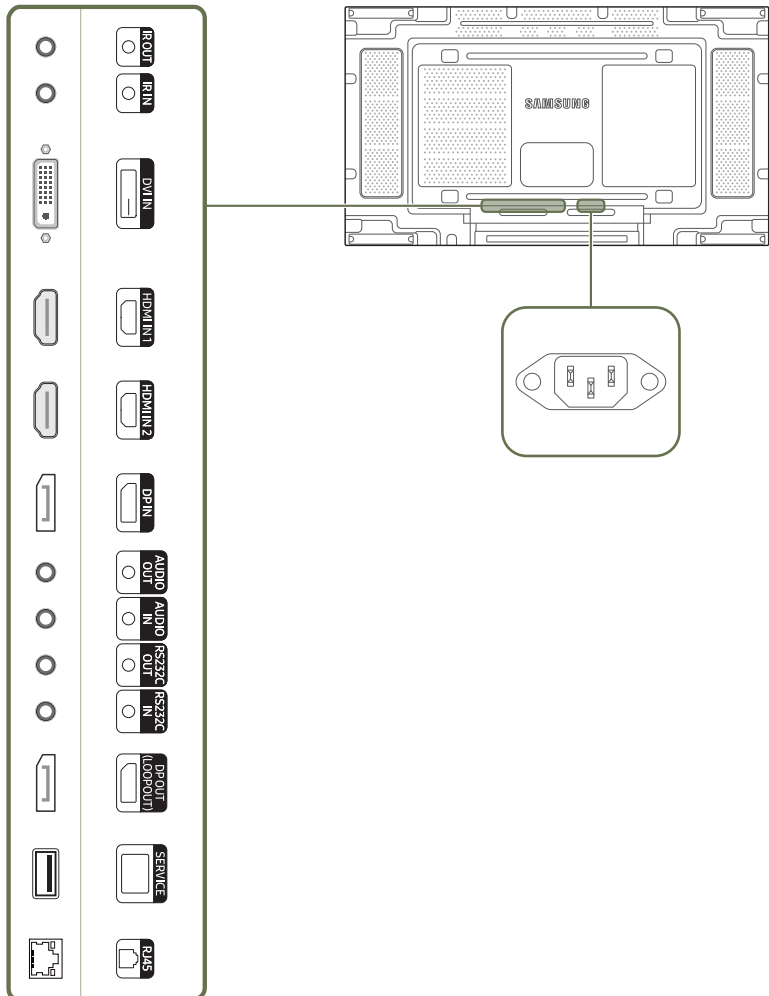


External IR cable
(Not available in some locations)

Parts

Reverse Side

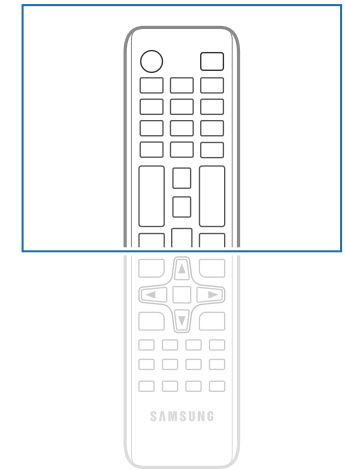
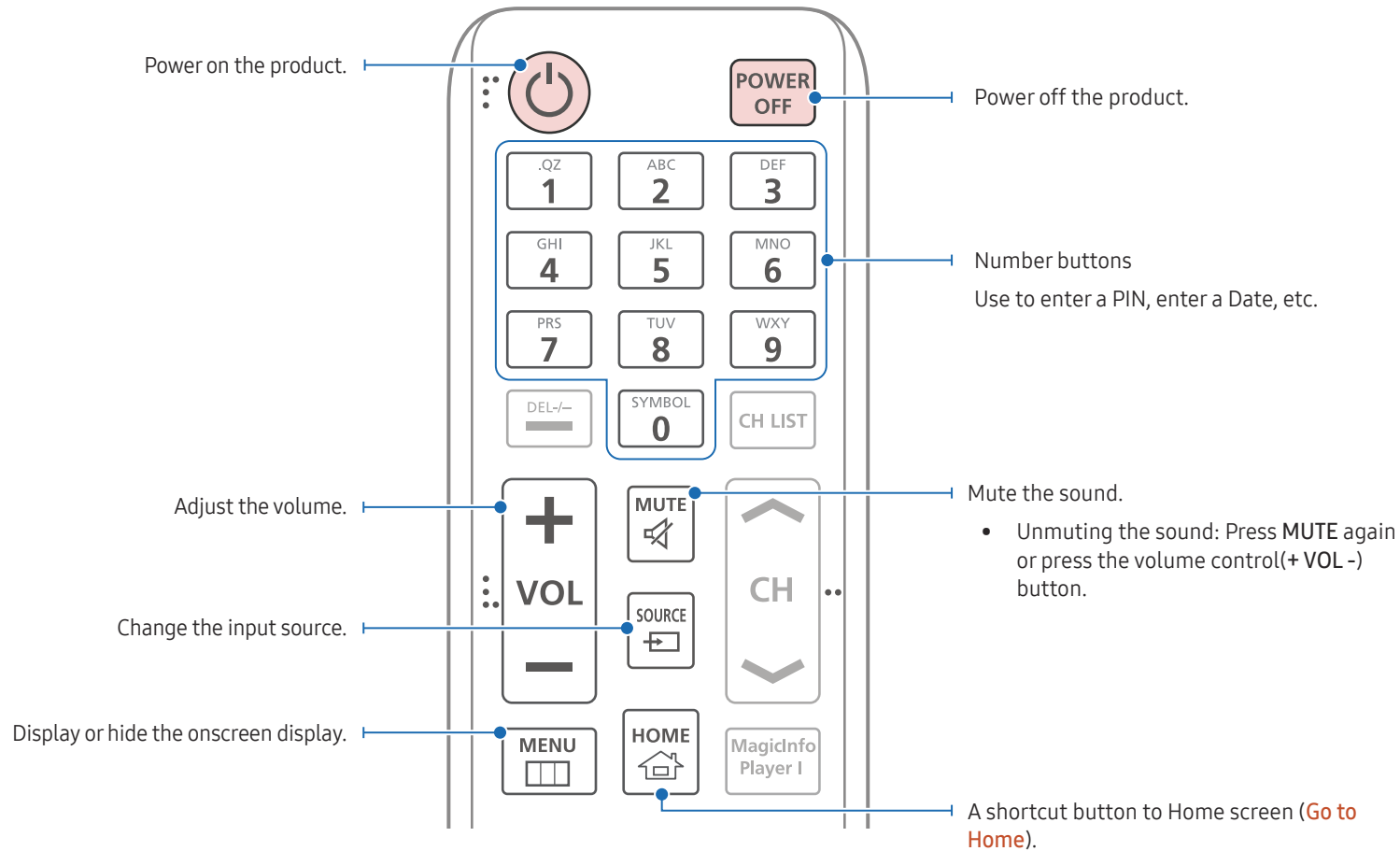
— The color and shape of parts may differ from what is shown. Specifications are subject to change without notice to improve quality.



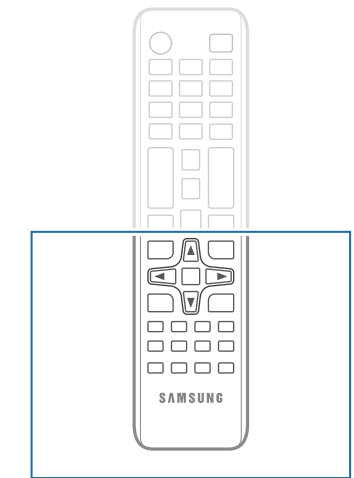
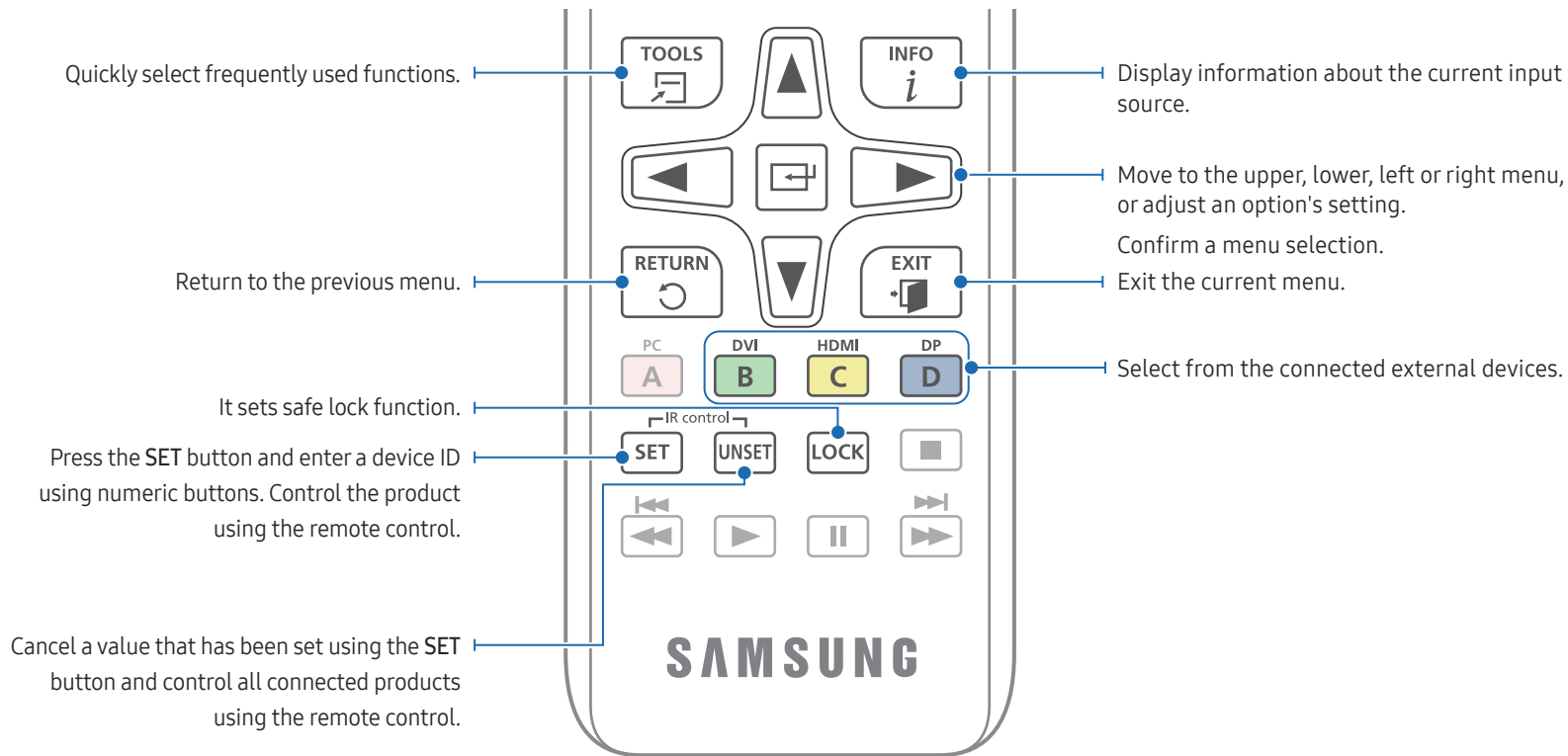
| Port | Description |
|----------------------|---|
| IR OUT | Receives the remote control signal via the external sensor board and outputs the signal via LOOP OUT. |
| IR IN | Supplies power to the external sensor board or receives the light sensor signal. |
| DVI IN | Connects to a source device using a DVI cable or HDMI-DVI cable. |
| HDMI IN 1, HDMI IN 2 | Connects to a source device using an HDMI cable. |
| DP IN | Connects to a PC using a DP cable. |
| AUDIO OUT | Outputs sound to an audio device via an audio cable. |
| AUDIO IN | Receives sound from a source device via an audio cable. |
| RS232C OUT | Connects to multiple products using a serial cable. — The serial cable is not provided with the product. Contact your vendor for purchase. |
| RS232C IN | Connects to MDC using an RS232C adapter. |
| DP OUT (LOOPOUT) | Connects to another product using a DP cable. — When connecting monitors through DP Loopout, using the DP cable that came with the package is recommended. — This port uses an algorithm that is specific to UHD resolution input and output. The port is not compatible with monitors that have FHD content-specific DP Loopout ports. Connecting Loopout ports between monitors of the same model is recommended. |
| SERVICE | Dedicated to service technicians. |
| RJ45 | Connects to MDC using a LAN cable. (10/100 Mbps) |

Remote Control

- Using other display devices in the same space as the remote control of this product can cause the other display devices to be inadvertently controlled.
- A button without a description in the image below is not supported on the product.

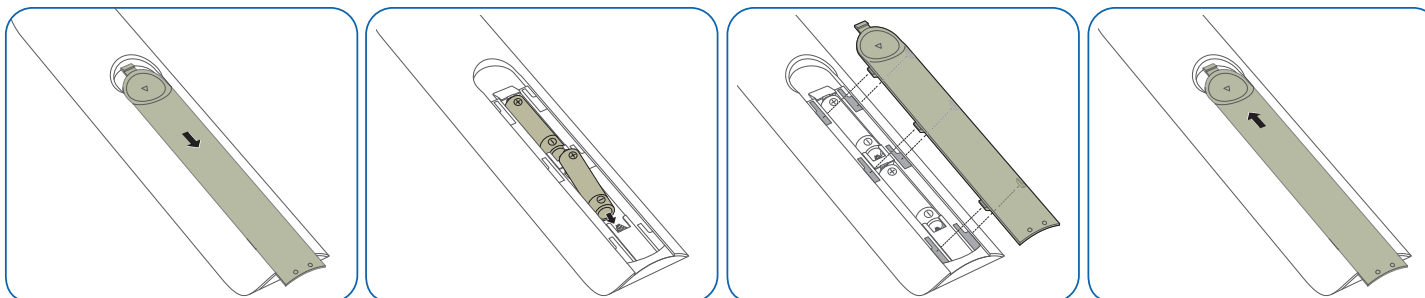


- Remote control button functions may differ for different products.



– Remote control button functions may differ for different products.

To place batteries in the remote control (AAA x 2)



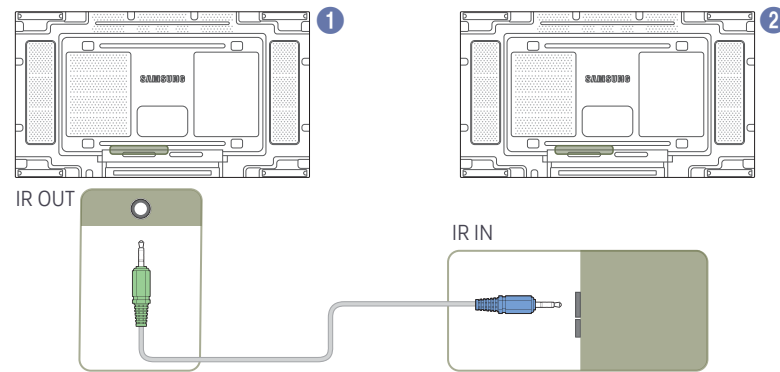
Connection Using an IR Stereo Cable (sold separately)

Make sure to connect the External IR cable while the product is powered off. Then, power on the product.

Controlling more than one display product using your remote control

- Connect the IR OUT port on the product to the IR IN port on the other display product using the dedicated stereo cable.
- A command sent from the remote control pointed at product ① will be received by both display products ① and ②.

— The appearance may differ depending on the product.

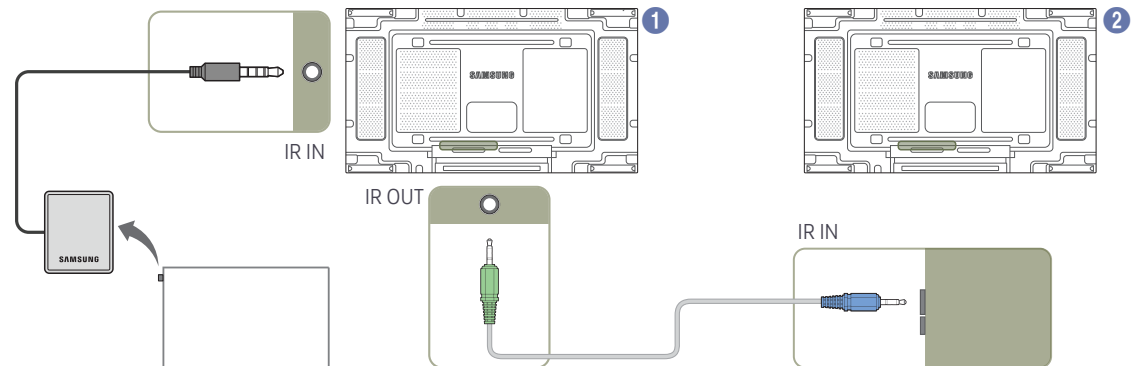


Controlling more than one display product using an External IR cable

- A command sent from the remote control pointed at product ① (to which the External IR cable is connected) will be received by both display products ① and ②.

— The appearance may differ depending on the product.

— The external IR cable can be placed on the side of the product as long as the cable length permits.



Before Installing the Product (Installation Guide)

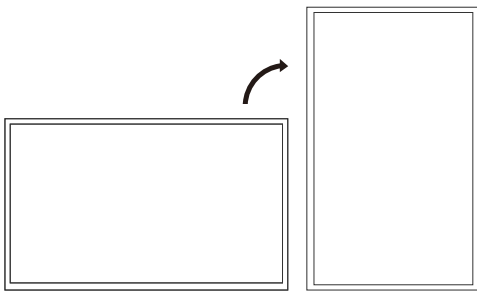
To prevent injury, this apparatus must be securely attached to the floor/wall in accordance with the installation instructions.

- Ensure that an authorized installation company installs the wall mount.
- Otherwise, it may fall and cause personal injury.
- Make sure to install the specified wall mount.

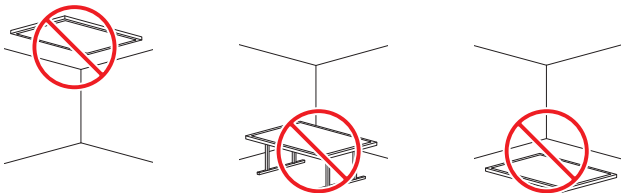
Switching between portrait and landscape

— Contact Samsung Customer Service Center for further details.

- To use the product in portrait orientation, rotate it clockwise.



— Do not use this model installed on a ceiling, floor, or table.



Ventilation

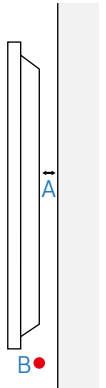
— Contact Samsung Customer Service Center for further details.

Installation on a Perpendicular Wall

A Minimum 40 mm

B Ambient temperature: Under 35°C

- When installing the product on a perpendicular wall, allow at least 40 mm of space between the product and wall surface for ventilation and ensure that the ambient temperature is kept below 35°C.



Installation on an Indented Wall

Plane view

A Minimum 40 mm

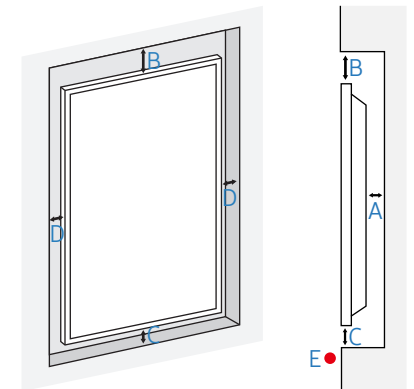
B Minimum 70 mm

C Minimum 50 mm

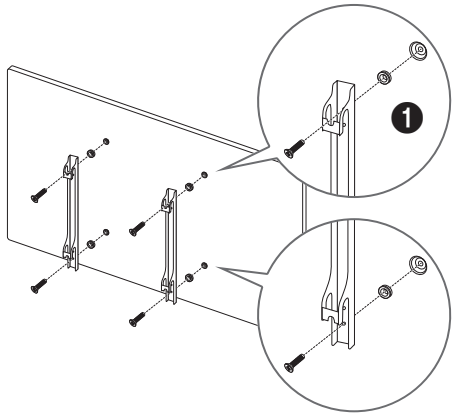
D Minimum 50 mm

E Ambient temperature: Under 35°C

- When installing the product on an indented wall, allow at least the space specified above between the product and wall for ventilation and ensure that the ambient temperature is kept below 35°C.



Installing the Wall Mount



Preparing before installing Wall-Mount

Use the Wall Mount Adapter (1) to install the wall mount.

Installing the Wall Mount

The wall mount kit (sold separately) allows you to mount the product on the wall.

For detailed information on installing the wall mount, see the instructions provided with the wall mount.

We recommend you contact a technician for assistance when installing the wall mount bracket.

Samsung is not responsible for any damage to the product or injury to yourself or others if you select to install the wall mount on your own.

In order to respond to ADA compliance, it is necessary to use a wall mount that is compatible with our products and satisfies a thickness of 30 mm or less.

ex) RXT's ** product

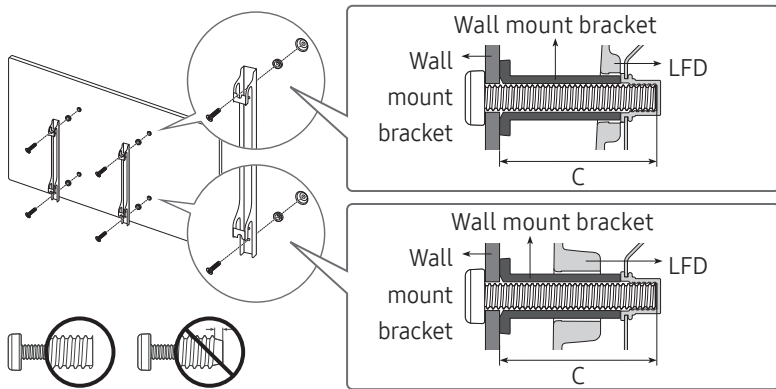
SAMSUNG MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE PERFORMANCE OF ANY THIRD PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO WALL MOUNTS.

SAMSUNG EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, TO PURCHASER OR ANY OTHER PERSON, WITH RESPECT TO THIRD PARTY PRODUCTS, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Wall Mount Kit Specifications (VESA)

— Install your wall mount on a solid wall perpendicular to the floor. Before attaching the wall mount to surfaces other than plaster board, please contact your nearest dealer for additional information.

If you install the product on a slanted wall, it may fall and result in severe personal injury.



- Samsung wall mount kits contain a detailed installation manual and all parts necessary for assembly are provided.
- Do not use screws that are longer than the standard length or do not comply with the VESA standard screw specifications. Screws that are too long may cause damage to the inside of the product.
- For wall mounts that do not comply with the VESA standard screw specifications, the length of the screws may differ depending on the wall mount specifications.
- Do not fasten the screws too firmly. This may damage the product or cause the product to fall, leading to personal injury. Samsung is not liable for these kinds of accidents.
- Samsung is not liable for product damage or personal injury when a non-VESA or non-specified wall mount is used or the consumer fails to follow the product installation instructions.
- Always have two people mount the product on a wall.
- Standard dimensions for wall mount kits are shown in the table below.

Unit: mm

VESA screw hole specs (A * B) C (mm) Standard Screw Quantity

| VESA screw hole specs (A * B) | C (mm) | Standard Screw | Quantity |
|-------------------------------|--------|----------------|----------|
| 600 x 400 | 8 ~ 15 | M8 | 4 |

— Do not install your Wall Mount Kit while your product is turned on. It may result in personal injury due to electric shock.

Chapter 03

Connecting and Using a Source Device

Before Connecting

Pre-connection Checkpoints

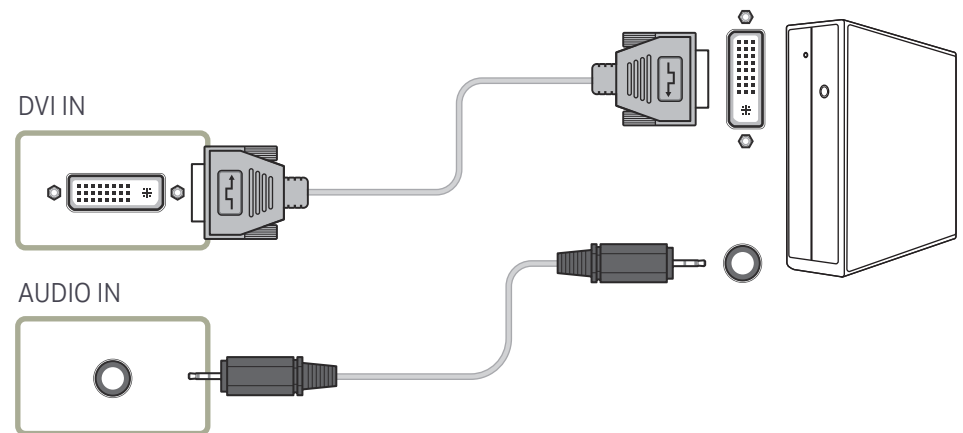
- Refer to the user guide for the source device you want to connect with.
The number and location of ports available on the source device may vary.
- Do not connect the power cable until all connections are completed.
Connecting the power cable during connection may damage the product.
- Check the types of ports at the back of the product you want to connect.
- We recommend using authorized cables for HDMI or DP cable connections.

Connecting to a PC

- Do not connect the power cable before connecting all other cables.
Ensure you connect a source device first before connecting the power cable.
- A PC can be connected to the product in a variety of ways.
Select a connection method suitable for your PC.

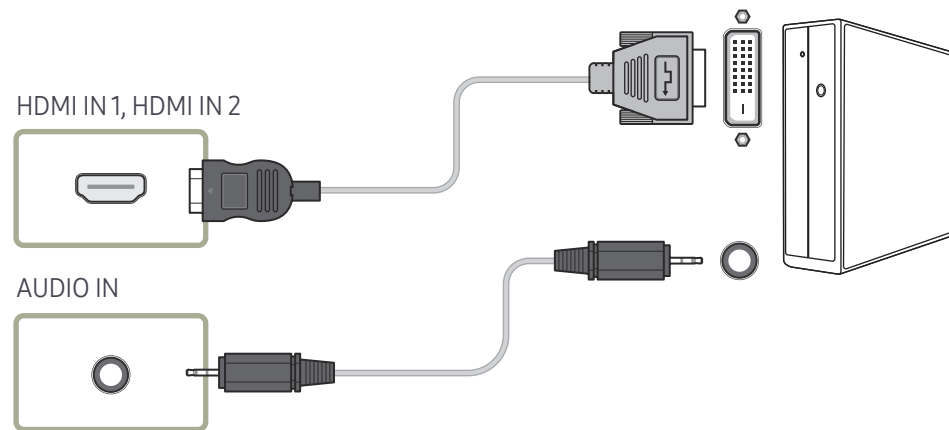
Connection using a DVI cable (Digital type)

- Connecting parts may differ in different products.



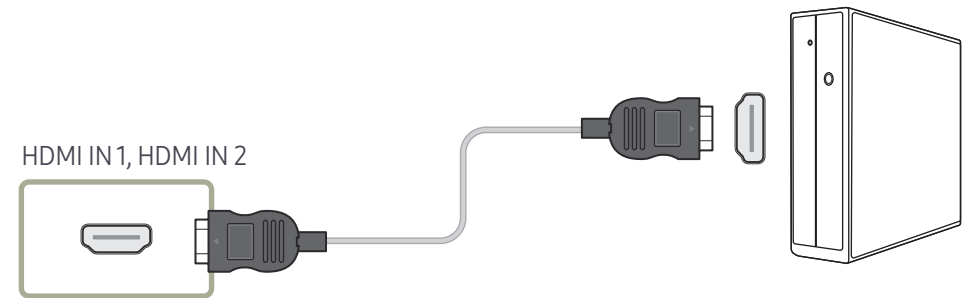
Connection Using an HDMI-DVI Cable

— Connecting parts may differ in different products.



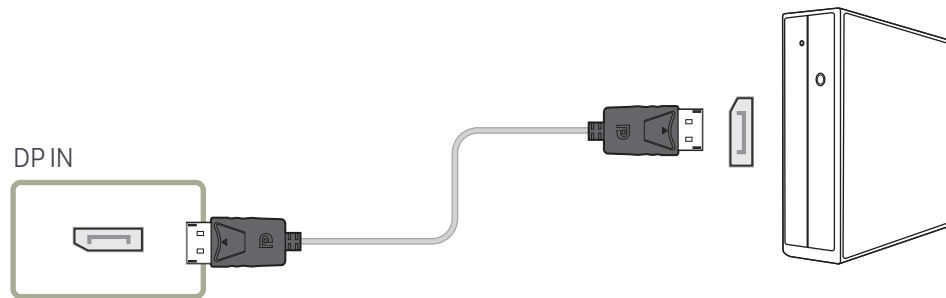
Connection Using an HDMI Cable

— Connecting parts may differ in different products.



Connection Using an DP Cable

— Connecting parts may differ in different products.



- Precautions for using DP

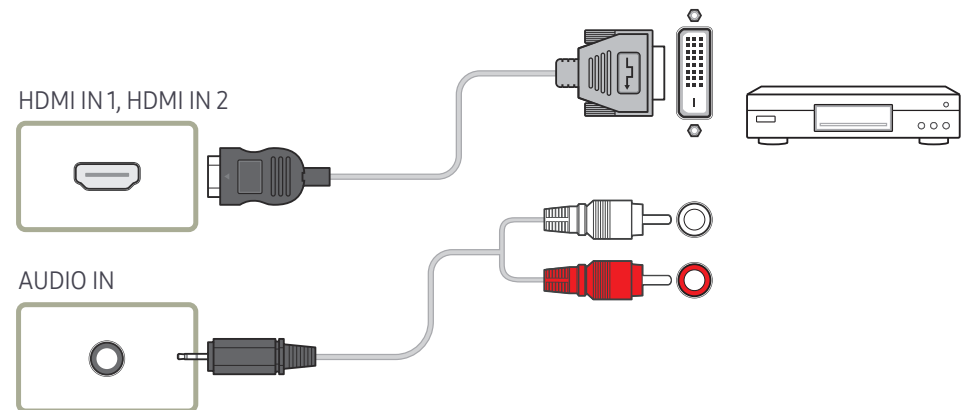
- To increase the standby power capacity, the product stops DP communication when it is turned off or in power-saving mode.
- If the product in dual monitor mode is turned off or goes into power-saving mode, monitor setting changes may not be updated. As a result, screen output may not be displayed properly.
- Some graphics cards that are not compliant with the DP standard may prevent the Windows Booting/Bios screen from being displayed when the product is in power-saving mode. If this is the case, make sure to turn on the product first before turning on your PC.
- The DisplayPort interface (DP IN) on the product and the provided DP cable are designed based on the VESA standards. Using a DP cable that is not VESA compliant may cause the product to function improperly. Samsung shall not be held responsible for any issues from using a cable that is not VESA compliant.
Make sure to use a DP cable that is VESA compliant.

Connecting to a Video Device

- Do not connect the power cable before connecting all other cables.
Ensure you connect a source device first before connecting the power cable.
- You can connect a video device to the product using a cable.
 - Press the SOURCE button on the remote control to change the source.

Connection Using an HDMI-DVI Cable

- Audio will not be enabled if the product is connected to a video device using an HDMI-DVI cable. To resolve this, additionally connect an audio cable to the audio ports on the product and video device.
- Supported resolutions include 1080p (50/60Hz), 720p (50/60Hz), 480p, and 576p.
- Make sure to connect the same color connectors together. (white to white, red to red, etc.)
- Connecting parts may differ in different products.

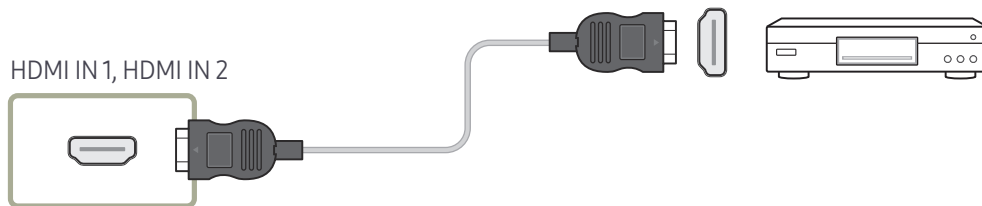


Connection Using an HDMI Cable

— Connecting parts may differ in different products.

Using an HDMI cable or HDMI to DVI Cable (up to 1080p)

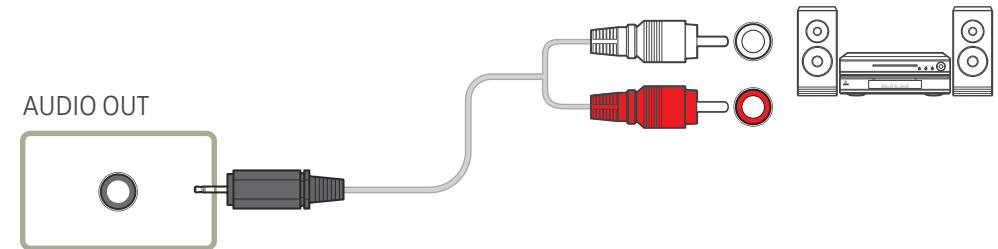
- For better picture and audio quality, connect to a digital device using an HDMI cable.
- An HDMI cable supports digital video and audio signals, and does not require an audio cable.
 - To connect the product to a digital device that does not support HDMI output, use an HDMI-DVI and audio cables.
- The picture may not display normally (if at all) or the audio may not work if an external device that uses an older version of HDMI mode is connected to the product. If such a problem occurs, ask the manufacturer of the external device about the HDMI version and, if out of date, request an upgrade.
- Be sure to use an HDMI cable with a thickness of 14 mm or less.
- Be sure to purchase a certified HDMI cable. Otherwise, the picture may not display or a connection error may occur.
- A basic high-speed HDMI cable or one with ethernet is recommended.
This product does not support the ethernet function via HDMI.



Connecting to an Audio System

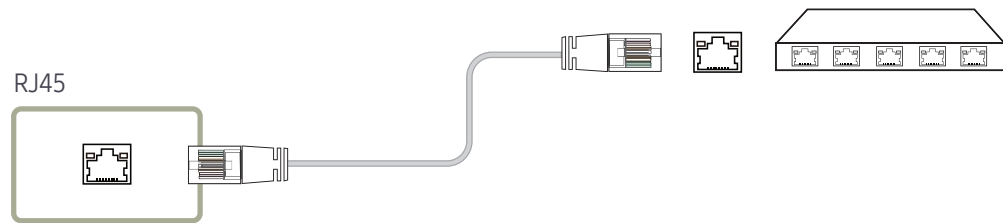
— Connecting parts may differ in different products.

— Make sure to connect the same color connectors together. (white to white, red to red, etc.)



Connecting the LAN Cable

— Connecting parts may differ in different products.

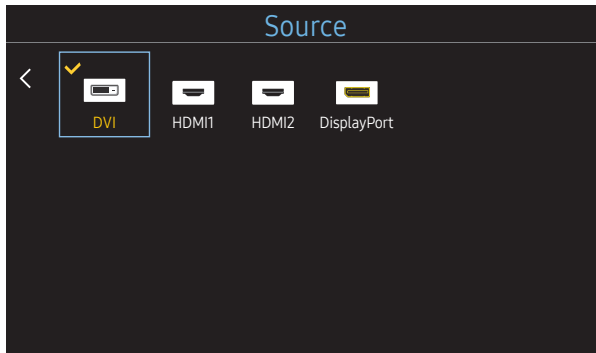


- Use Cat7(*STP Type) cable for the connection.
*STP: Shielded Twist Pair

Changing the Input source

Source

SOURCE → Source



– The displayed image may differ depending on the model.

Source allows you to select a variety of sources and change source device names.

You can display the screen of a source device connected to the product. Select a source from source list to display the screen of the selected source.

- The input source can also be changed by using the **SOURCE** button on the remote control.
- The screen may not display correctly if an incorrect source is selected for the source device you want to convert to.

Edit Name

SOURCE → Source → TOOLS → Edit Name → ENTER 

Sometimes the screen will not display properly unless the name of a source device is specified in **Edit Name**.

In addition, it is best to rename the source device in **Edit Name** to obtain optimal picture quality.

- The list can include the following source devices. **Source** devices on the list differ depending on the selected source.
VCR / DVD / Cable STB / HD STB / Satellite STB / AV Receiver / DVD Receiver / Game / Camcorder / DVD Combo / DHR / PC / DVI PC / DVI Devices
- Available settings in the **Picture** menu depend on the current source and settings made in **Edit Name**.
 - When connecting a PC to the HDMI IN 1, HDMI IN 2 port, set **Edit Name** to **PC**. In other cases, set **Edit Name** to AV devices.
 - When connecting a PC to the HDMI IN 1, HDMI IN 2 port with HDMI to DVI cable, you should set the product to **DVI PC** mode under **Edit Name**.
 - When connecting an AV devices to the HDMI IN 1, HDMI IN 2 port with HDMI to DVI cable, you should set the product to **DVI Devices** mode under **Edit Name**.

Chapter 04

Multiple Display Control

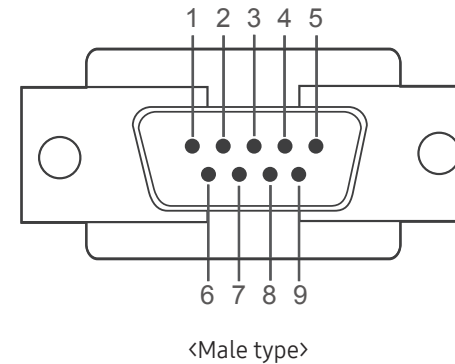
Control multiple display devices connected to a PC simultaneously.

Cable Connection

RS232C Cable

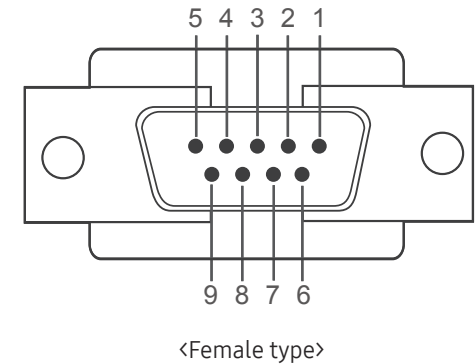
| | |
|----------------|------------------------------------|
| Interface | RS232C (9 pins) |
| Pin | TxD (No.2), RxD (No.3), GND (No.5) |
| Bit rate | 9600 bps |
| Data bits | 8 bit |
| Parity | None |
| Stop bit | 1 bit |
| Flow control | None |
| Maximum length | 15 m (only shielded type) |

- Pin assignment



<Male type>

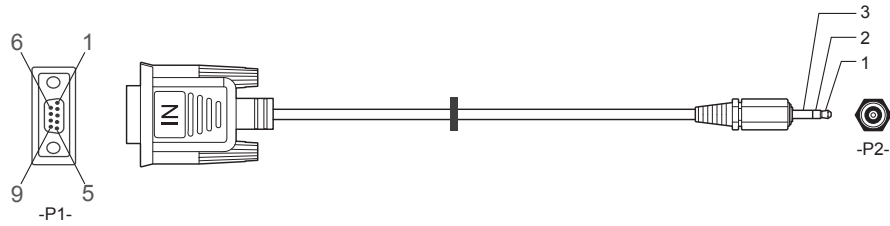
| Pin | Signal |
|-----|-----------------------|
| 1 | Detect data carrier |
| 2 | Received data |
| 3 | Transmitted data |
| 4 | Prepare data terminal |
| 5 | Signal ground |



<Female type>

| Pin | Signal |
|-----|------------------|
| 6 | Prepare data set |
| 7 | Send request |
| 8 | Clear to send |
| 9 | Ring indicator |

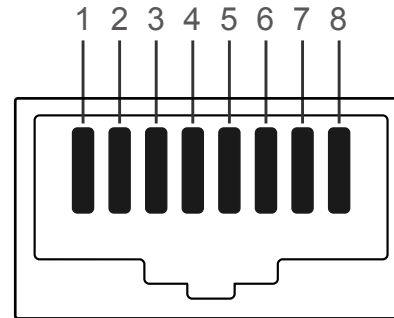
- RS232C cable
Connector: 9-Pin D-Sub to Stereo Cable



| -P1- | | -P1- | | -P2- | | -P2- |
|-----------|-----|------|---|------|-----|--------|
| Male type | Rx | 3 | ↔ | 1 | Tx | STEREO |
| | Tx | 2 | ↔ | 2 | Rx | PLUG |
| | Gnd | 5 | ↔ | 3 | Gnd | (3.5ø) |

LAN Cable

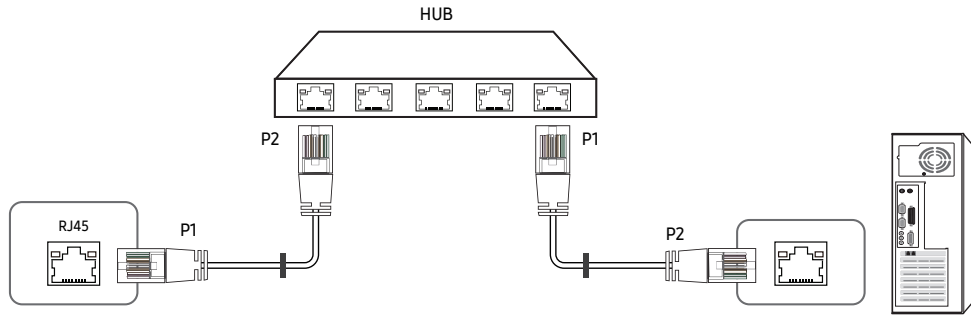
- Pin assignment



| Pin No | Standard Color | Signal |
|--------|------------------|--------|
| 1 | White and orange | TX+ |
| 2 | Orange | TX- |
| 3 | White and green | RX+ |
| 4 | Blue | NC |
| 5 | White and blue | NC |
| 6 | Green | RX- |
| 7 | White and brown | NC |
| 8 | Brown | NC |

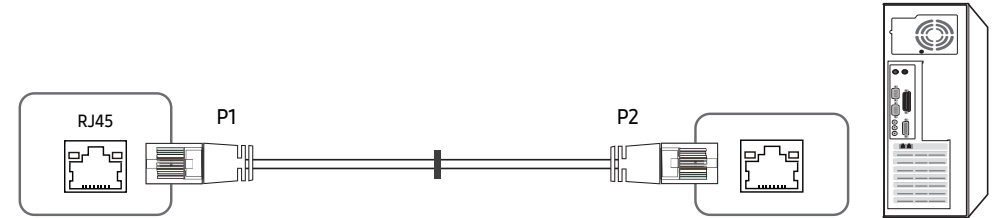
- Connector : RJ45

Direct LAN cable (PC to HUB)



| Signal | P1 | | P2 | Signal |
|--------|----|---|----|--------|
| TX+ | 1 | ↔ | 1 | TX+ |
| TX- | 2 | ↔ | 2 | TX- |
| RX+ | 3 | ↔ | 3 | RX+ |
| RX- | 6 | ↔ | 6 | RX- |

Cross LAN cable (PC to LFD)

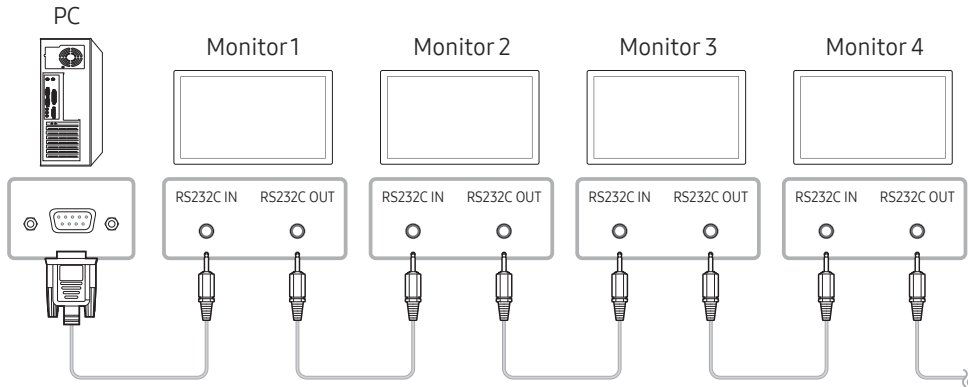


| Signal | P1 | | P2 | Signal |
|--------|----|---|----|--------|
| TX+ | 1 | ↔ | 3 | RX+ |
| TX- | 2 | ↔ | 6 | RX- |
| RX+ | 3 | ↔ | 1 | TX+ |
| RX- | 6 | ↔ | 2 | TX- |

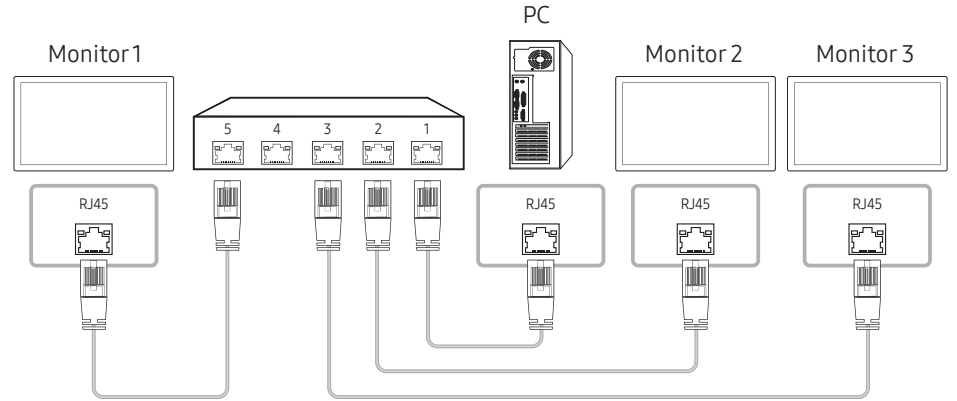
Connection

— Ensure you connect each of the adapters to the correct RS232C IN or OUT port on the product.

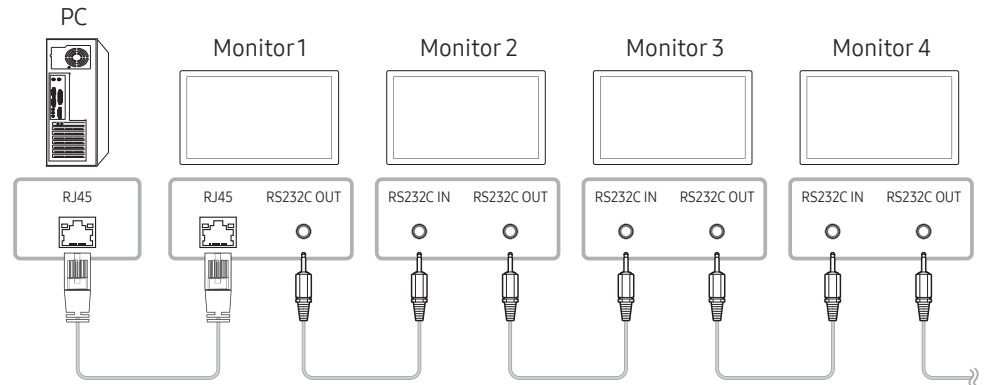
- Connection 1



- Connection 2



- Connection 3



Control Codes

Viewing control state (Get control command)

| Header | Command | ID | Data length | Checksum |
|--------|--------------|----|-------------|----------|
| 0xAA | Command type | | 0 | |

Controlling (Set control command)

| Header | Command | ID | Data length | Data | Checksum |
|--------|--------------|----|-------------|-------|----------|
| 0xAA | Command type | | 1 | Value | |

Command

| No. | Command type | Command | Value range |
|-----|-------------------------|---------|-------------|
| 1 | Power control | 0x11 | 0~1 |
| 2 | Volume control | 0x12 | 0~100 |
| 3 | Input source control | 0x14 | - |
| 4 | Screen size control | 0x19 | 0~255 |
| 5 | Video wall mode control | 0x5C | 0~1 |
| 6 | Safety Lock | 0x5D | 0~1 |
| 7 | Video Wall On | 0x84 | 0~1 |
| 8 | Video Wall User Control | 0x89 | - |

- All communications take place in hexadecimals. The checksum is calculated by adding up all values except the header. If a checksum adds up to be more than 2 digits as shown below ($11+FF+01+01=112$), the first digit is removed.

E.g. Power On & ID=0

| Header | Command | ID | Data length | Data 1 | Checksum |
|--------|---------|----|-------------|---------|----------|
| 0xAA | 0x11 | | 1 | "Power" | |

| Header | Command | ID | Data length | Data 1 | Checksum |
|--------|---------|----|-------------|--------|----------|
| 0xAA | 0x11 | | 1 | 1 | 12 |

- To control all devices connected by a serial cable simultaneously irrespective of IDs, set the ID as "0xFE" and transmit commands. Commands will be executed by each device but ACK will not respond.

Power control

- Function
A product can be powered on and off using a PC.
- Viewing power state (Get Power ON / OFF Status)

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x11 | | 0 | |

- Setting power ON/Off (Set Power ON / OFF)

| Header | Command | ID | Data length | Data | Checksum |
|--------|---------|----|-------------|---------|----------|
| 0xAA | 0x11 | | 1 | "Power" | |

"Power": Power code to be set on a product.

1: Power ON

0: Power OFF

- Ack

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|---------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x11 | "Power" | |

"Power": Power code to be set on a product.

- Nak

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-------|----------|
| 0xAA | 0xFF | | 3 | 'N' | 0x11 | "ERR" | |

"ERR" : A code showing what error has occurred.

Volume control

- Function
The volume of a product can be adjusted using a PC.
- Viewing volume state (Get Volume Status)

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x12 | | 0 | |

- Setting the volume (Set Volume)

| Header | Command | ID | Data length | Data | Checksum |
|--------|---------|----|-------------|----------|----------|
| 0xAA | 0x12 | | 1 | "Volume" | |

"Volume": Volume value code to be set on a product. (0-100)

- Ack

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|----------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x12 | "Volume" | |

"Volume": Volume value code to be set on a product. (0-100)

- Nak

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-------|----------|
| 0xAA | 0xFF | | 3 | 'N' | 0x12 | "ERR" | |

"ERR" : A code showing what error has occurred.

Input source control

- Function
The input source of a product can be changed using a PC.
- Viewing input source state (Get Input Source Status)

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x14 | | 0 | |

- Setting the input source (Set Input Source)

| Header | Command | ID | Data length | Data | Checksum |
|--------|---------|----|-------------|----------------|----------|
| 0xAA | 0x14 | | 1 | "Input Source" | |

"Input Source": An input source code to be set on a product.

| | |
|------|--------------|
| 0x14 | PC |
| 0x18 | DVI |
| 0x0C | Input source |
| 0x08 | Component |
| 0x1F | DVI_video |
| 0x30 | RF(TV) |
| 0x40 | DTV |
| 0x21 | HDMI1 |
| 0x22 | HDMI1_PC |
| 0x23 | HDMI2 |

| | |
|------|-------------|
| 0x24 | HDMI2_PC |
| 0x25 | DisplayPort |

— DVI_video, HDMI1_PC and HDMI2_PC cannot be used with the Set command. They only respond to "Get" commands.

— This model does not support HDMI1_PC and HDMI2_PC ports.

— RF(TV), DTV are only available with models that include a TV.

- Ack

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|----------------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x14 | "Input Source" | |

"Input Source": An input source code to be set on a product.

- Nak

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-------|----------|
| 0xAA | 0xFF | | 3 | 'N' | 0x14 | "ERR" | |

"ERR" : A code showing what error has occurred.

Screen size control

- Function
The screen size of a product can be changed using a PC.
- Viewing the screen size (Get Screen Size Status)

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x19 | | 0 | |

- Ack

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|---------------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x19 | "Screen Size" | |

"Screen Size": product screen size (range: 0 – 255, unit: inch)

- Nak

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-------|----------|
| 0xAA | 0xFF | | 3 | 'N' | 0x19 | "ERR" | |

"ERR": A code showing what error has occurred

Video Wall Mode Control

- Function
Video Wall mode can be activated on a product using a PC.
This control is only available on a product whose **Video Wall** is enabled.
- Viewing video wall mode (Get Video Wall Mode)

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x5C | | 0 | |

- Setting the video wall (Set Video Wall Mode)

| Header | Command | ID | Data length | Data | Checksum |
|--------|---------|----|-------------|-------------------|----------|
| 0xAA | 0x5C | | 1 | "Video Wall Mode" | |

"Video Wall Mode": A code used to activate Video Wall mode on a product

1: **Full**

0: **Natural**

- Ack

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-------------------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x5C | "Video Wall Mode" | |

"Video Wall Mode": A code used to activate Video Wall mode on a product

- Nak

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x5C | "ERR" | |

"ERR": A code showing what error has occurred

Safety Lock

- Function
PC can be used to turn the **Safety Lock** function on or off on a product.
This control is available regardless of whether or not the power is turned on.
- Viewing the safety lock state (Get Safety Lock Status)

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x5D | | 0 | |

- Enabling or disabling safety lock (Set Safety Lock Enable / Disable)

| Header | Command | ID | Data length | Data | Checksum |
|--------|---------|----|-------------|---------------|----------|
| 0xAA | 0x5D | | 1 | "Safety Lock" | |

"Safety Lock": Safety lock code to be set on a product

1: ON

0: OFF

- Ack

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|---------------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x5D | "Safety Lock" | |

"Safety Lock": Safety lock code to be set on a product

- Nak

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-------|----------|
| 0xAA | 0xFF | | 3 | 'N' | 0x5D | "ERR" | |

"ERR": A code showing what error has occurred

Video Wall On

- Function
Turn Video Wall on or off on the product from your computer.
- Get Video Wall On/Off Status

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x84 | | 0 | |

- Set Video Wall On/Off

| Header | Command | ID | Data length | Data | Checksum |
|--------|---------|----|-------------|-----------|----------|
| 0xAA | 0x84 | | 1 | V.Wall_On | |

- V.Wall_On: Video Wall code to be assigned to the product

1: Video Wall ON

0: Video Wall OFF

- Ack

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|-----------|----------|
| 0xAA | 0xFF | | 3 | 'A' | 0x84 | V.Wall_On | |

V.Wall_On : Same as above

- Nak

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|------|----------|
| 0xAA | 0xFF | | 3 | 'N' | 0x84 | ERR | |

"ERR": A code showing what error has occurred

Video Wall User Control

- **Function**
Turn the Video Wall function on or off on the product from your computer.
- **Get Video Wall Status**

| Header | Command | ID | Data length | Checksum |
|--------|---------|----|-------------|----------|
| 0xAA | 0x89 | | 0 | |

- **Set Video Wall**

| Header | Command | ID | Data length | Val1 | Val2 | Checksum |
|--------|---------|----|-------------|----------|----------|----------|
| 0xAA | 0x89 | | 2 | Wall_Div | Wall_SNo | |

Wall_SNo: Product Number code assigned to the product

10x10 Video Wall Model : (1 ~ 100)

| Set Number | Data |
|------------|------|
| 1 | 0x01 |
| 2 | 0x02 |
| ... | ... |
| 99 | 0x63 |
| 100 | 0x64 |

- **Ack**

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Val2 | Checksum |
|--------|---------|----|-------------|---------|-------|----------|----------|----------|
| 0xAA | 0xFF | | 4 | 'A' | 0x89 | Wall_Div | Wall_SNo | |

- **Nak**

| Header | Command | ID | Data length | Ack/Nak | r-CMD | Val1 | Checksum |
|--------|---------|----|-------------|---------|-------|------|----------|
| 0xAA | 0xFF | | 3 | 'N' | 0x89 | ERR | |

"ERR": A code showing what error has occurred

Wall_Div: Video Wall Divider code assigned to the product

10x10 Video Wall Model

| | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 |
|-----|------|------|------|------|------|------|------|------|------|------|------|------|------|------|------|
| Off | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 | 0x00 |
| 1 | 0x11 | 0x12 | 0x13 | 0x14 | 0x15 | 0x16 | 0x17 | 0x18 | 0x19 | 0x1A | 0x1B | 0x1C | 0x1D | 0x1E | 0x1F |
| 2 | 0x21 | 0x22 | 0x23 | 0x24 | 0x25 | 0x26 | 0x27 | 0x28 | 0x29 | 0x2A | 0x2B | 0x2C | 0x2D | 0x2E | 0x2F |
| 3 | 0x31 | 0x32 | 0x33 | 0x34 | 0x35 | 0x36 | 0x37 | 0x38 | 0x39 | 0x3A | 0x3B | 0x3C | 0x3D | 0x3E | 0x3F |
| 4 | 0x41 | 0x42 | 0x43 | 0x44 | 0x45 | 0x46 | 0x47 | 0x48 | 0x49 | 0x4A | 0x4B | 0x4C | 0x4D | 0x4E | 0x4F |
| 5 | 0x51 | 0x52 | 0x53 | 0x54 | 0x55 | 0x56 | 0x57 | 0x58 | 0x59 | 0x5A | 0x5B | 0x5C | 0x5D | 0x5E | 0x5F |
| 6 | 0x61 | 0x62 | 0x63 | 0x64 | 0x65 | 0x66 | 0x67 | 0x68 | 0x69 | 0x6A | 0x6B | 0x6C | 0x6D | 0x6E | 0x6F |
| 7 | 0x71 | 0x72 | 0x73 | 0x74 | 0x75 | 0x76 | 0x77 | 0x78 | 0x79 | 0x7A | 0x7B | 0x7C | 0x7D | 0x7E | N/A |
| 8 | 0x81 | 0x82 | 0x83 | 0x84 | 0x85 | 0x86 | 0x87 | 0x88 | 0x89 | 0x8A | 0x8B | 0x8C | N/A | N/A | N/A |
| 9 | 0x91 | 0x92 | 0x93 | 0x94 | 0x95 | 0x96 | 0x97 | 0x98 | 0x99 | 0x9A | 0x9B | N/A | N/A | N/A | N/A |
| 10 | 0xA1 | 0xA2 | 0xA3 | 0xA4 | 0xA5 | 0xA6 | 0xA7 | 0xA8 | 0xA9 | 0xAA | N/A | N/A | N/A | N/A | N/A |
| 11 | 0xB1 | 0xB2 | 0xB3 | 0xB4 | 0xB5 | 0xB6 | 0xB7 | 0xB8 | 0xB9 | N/A | N/A | N/A | N/A | N/A | N/A |
| 12 | 0xC1 | 0xC2 | 0xC3 | 0xC4 | 0xC5 | 0xC6 | 0xC7 | 0xC8 | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 13 | 0xD1 | 0xD2 | 0xD3 | 0xD4 | 0xD5 | 0xD6 | 0xD7 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 14 | 0xE1 | 0xE2 | 0xE3 | 0xE4 | 0xE5 | 0xE6 | 0xE7 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |
| 15 | 0xF1 | 0xF2 | 0xF3 | 0xF4 | 0xF5 | 0xF6 | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A | N/A |

Using MDC

Multiple display control "MDC" is an application that allows you to easily control multiple display devices simultaneously using a PC.

For details on how to use the MDC program, refer to Help after installing the program. The MDC program is available on the website. (<http://displaysolutions.samsung.com>)

- If you press the **On** or **Off** button located at the top left of the screen, the product checks its status for about one minute. To run other commands, try after the one minute.
- For details on how to connect devices for multiple display control, refer to [page 31](#).

MDC Program Installation/Uninstallation

- Installing and uninstalling steps can vary depending on the OS.

Installation

- MDC installation can be affected by the graphics card, mother board and network conditions.

- 1 Click the **MDC Unified** installation program.
- 2 Next, click **"OK"**.
- 3 When the **"Welcome to the InstallShield Wizard for MDC_Unified"** screen appears, click **"Next"**.
- 4 In the **"License Agreement"** window displayed, select **"I accept the terms in the license agreement"** and click **"Next"**.
- 5 In the displayed **"Customer Information"** window, fill out all the information fields and click **"Next"**.

- 6 In the displayed **"Destination Folder"** window, select the directory path you want to install the program in and click **"Next"**.
 - If the directory path is not specified, the program will be installed in the default directory path.
- 7 In the displayed **"Ready to Install the Program"** window, check the directory path to install the program in and click **"Install"**.
- 8 Installation progress will be displayed.
- 9 Click **"Finish"** in the displayed **"InstallShield Wizard Complete"** window.
 - Select **"Launch the program"** and click **"Finish"** to run the MDC program immediately.
- 10 The **MDC Unified** shortcut icon will be created on the desktop after installation.
 - The MDC execution icon may not be displayed depending on the PC system or product specifications.
 - Press F5 if the execution icon is not displayed.

Uninstallation

- 1 Select **Settings > Control Panel** on the **Start** menu and double-click **Add/Delete Program**.
- 2 Select **MDC Unified** from the list and click **Change/Remove**.

Chapter 05

Home feature

This feature is provided in [Support](#) → [Go to Home](#).

Accessible using the HOME button on the remote control.

Video Wall

HOME  → [Video Wall](#) → ENTER 



– The displayed image may differ depending on the model.

Customize the layout of multiple displays that are connected to form a video wall.

In addition, display part of a whole picture or repeat the same picture on each of the connected multiple displays.

To display multiple images, refer to MDC Help or the MagicInfo user guide. Some models may not support the MagicInfo function.

Video Wall

You can activate or deactivate [Video Wall](#).

To organize a video wall, select [On](#).

- [Off / On](#)

Horizontal x Vertical

This feature automatically splits a videowall display based on a videowall matrix configuration.

Enter the videowall matrix.


The videowall display is split based on the configured matrix. The number of vertical or horizontal display devices can be set within the range 1 and 15.

- A videowall display can be split into a maximum of 225 screens.
- The [Horizontal x Vertical](#) option is only enabled when [Video Wall](#) is set to [On](#).

Screen Position

To rearrange split screens, adjust the number for each product in the matrix using the **Screen Position** feature.

Selecting **Screen Position** will display the videowall matrix with the numbers assigned to the products that form the videowall.

To change the order of a display device, change the device number and press the  button.

- A maximum of 225 displays can be arranged in **Screen Position**.
- The **Screen Position** option is only enabled when **Video Wall** is set to **On**.
- To use the function, make sure **Horizontal x Vertical** is configured.

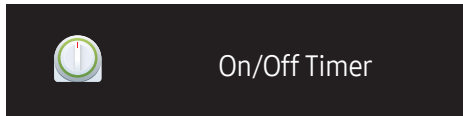
Format

Select how to display images on the videowall display.

- **Full**: Display images in full screen.
 - **Natural**: Display images in the original aspect ratio.
- The **Format** option is only enabled when **Video Wall** is set to **On**.
 - When using **Video Wall** mode, a resolution of 1280x720P, 1920x1080P or 3840x2160P is recommended.

On/Off Timer

HOME  → On/Off Timer → ENTER 



– The displayed image may differ depending on the model.

– You must set the clock before you can use **Clock Set**.

On Timer

Set **On Timer** so that your product turns on automatically at a time and on a day of your choosing.

The power is turned on with the specified volume or input source.

On Timer: Set the on timer by making a selection from one of the seven options. Ensure you set the current time first.

(On Timer1 ~ On Timer7)

- **Setup:** Select **Off, Once, Everyday, Mon~Fri, Mon~Sat, Sat~Sun** or **Manual**.
If you select **Manual**, you can choose the days you want **On Timer** to turn on your product.
 - The check mark indicates days you've selected.
- **Time:** Set the hour and minute. Use the number buttons or the up and down arrow keys to enter numbers. Use the left and right arrow buttons to change entry fields.
- **Volume:** Set the desired volume level. Use the left and right arrow buttons to change the volume level.
- **Source:** Select the input source of your choice.


Off Timer

Set the off timer (**Off Timer**) by making a selection from one of the seven options. (**Off Timer1 ~ Off Timer7**)

- **Setup:** Select **Off, Once, Everyday, Mon~Fri, Mon~Sat, Sat~Sun** or **Manual**.
If you select **Manual**, you can choose the days you want **Off Timer** to turn off your product.
 - The check mark indicates days you've selected.
- **Time:** Set the hour and minute. Use the number buttons or the up and down arrow keys to enter numbers. Use the left and right arrow buttons to change entry fields.

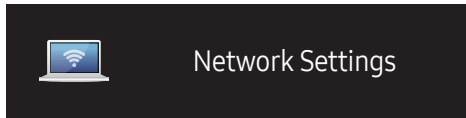
Holiday Management

Timer will be disabled during a period specified as a holiday.

- **Add Holiday:** Specify the period you want to add as a holiday.
Select the start and end dates of the holiday you want to add using the ▲/▼ buttons, and click the **Save** button.
The period will be added to the list of holidays.
 - **Start:** Set the start date of the holiday.
 - **End:** Set the end date of the holiday.
- **Edit:** Select a holiday item and then change the date.
- **Delete:** Delete selected items from the list of holidays.
- **Set Applied Timer:** Set the **On Timer** and **Off Timer** to not activate on public holidays.
 - Press  to select the **On Timer** and **Off Timer** settings you do not want to activate.
 - The selected **On Timer** and **Off Timer** will not activate.

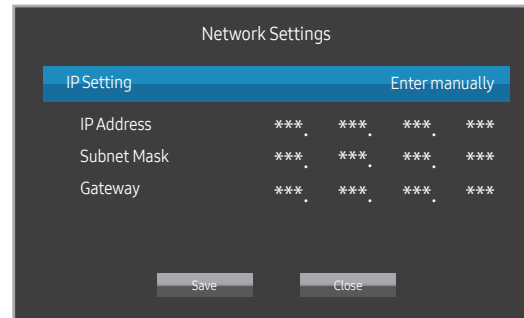
Network Settings

HOME  → Network Settings → ENTER 



– The displayed image may differ depending on the model.

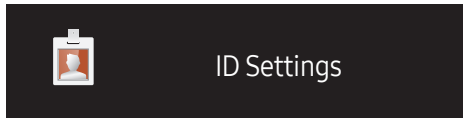
View the network settings.



- **IP Setting:** Obtain automatically, Enter manually
- **IP Address:** Manually enter the **IP Address** if **IP Setting** is set to **Enter manually**.
- **Subnet Mask:** Manually enter the **Subnet Mask** if **IP Setting** is set to **Enter manually**.
- **Gateway:** Manually enter the **Gateway** if **IP Setting** is set to **Enter manually**.

ID Settings

HOME  → ID Settings → ENTER 




– The displayed image may differ depending on the model.

Assign an ID to a set.

Device ID

Enter the ID number of the product connected to the input cable for input signal reception. (Range: 0~224)

- Press ▲/▼ to select a number, and press .
- Enter the number you want using the number buttons on the remote control.

Device ID Auto Set

- Assign ID number automatically for all connected products.

PC Connection Cable

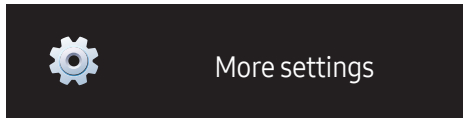
Select a method to connect to MDC to receive the MDC signal.

- **RS232C cable**
Communicate with MDC via the RS232C cable.
- **RJ45(LAN) cable**
Communicate with MDC via the RJ45 cable.

More settings

The on-screen menu appears.

HOME  → More settings → ENTER 



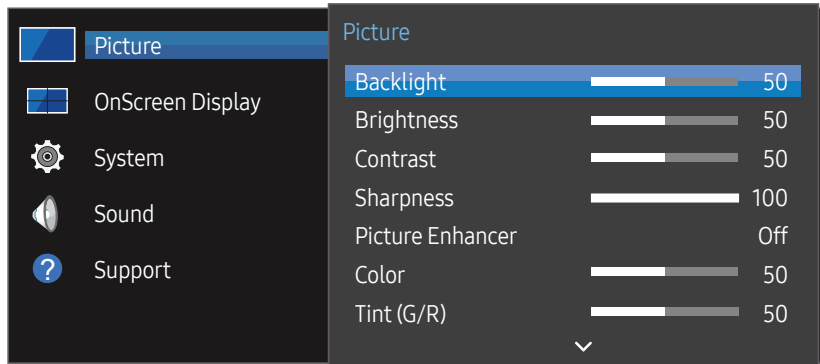
– The displayed image may differ depending on the model.

Chapter 06

Screen Adjustment

Configure the **Picture** settings (**Backlight**, **Color Tone**, etc.).

The layout of the **Picture** menu options may vary depending on the product.



– The displayed image may differ depending on the model.

Backlight / Brightness / Contrast / Sharpness / Picture Enhancer / Color / Tint (G/R)

MENU  → **Picture** → ENTER 

Your product has several options for adjusting picture quality.

- You can adjust and store settings for each external device you have connected to an input on the product.
- Lowering picture brightness reduces power consumption.

Color Temperature

MENU  → **Picture** → **Color Temperature** → ENTER 

Adjust the color temperature. (Range: 2800K–16000K)

White Balance Settings

MENU  → Picture → White Balance Settings → ENTER 

Adjust the color temperature of the picture so that white objects appear brighter.

- **White Balance (Custom / Color Expert)**: Select Color Expert to apply the PC calibration settings.
- **R-Gain / G-Gain / B-Gain**: Adjust the proportion of each of red, green and blue colors in bright areas.
- **Reset**: Restore the white balance settings to the default values.

Uniformity



MENU  → Picture → Uniformity → ENTER 

Calibrate the brightness and color uniformity within each screen.

- **Off / On**

— Supported model: VMB-R

Gamma

MENU  → Picture → Gamma → ENTER 

Adjust the mid-range brightness of the picture.

Black Equalizer

MENU  → Picture → Black Equalizer → ENTER 

Adjust the brightness of the dark areas. The dark areas become brighter when set to High, easier to see the details.

- **Off / Low / High**

Picture Options

MENU  → Picture → Picture Options → ENTER 

Color Tone

- Off / Cool / Standard / Warm1 / Warm2

— Settings can be adjusted and stored for each external device connected to an input on the product.

HDMI Black Level

Selects the black level on the screen to adjust the screen depth.

- Auto / Low / Normal

— Only available if the input signal from the external device connected to the HDMI port is RGB444.

Input Signal Plus

MENU  → Picture → Input Signal Plus → ENTER 

Expands the input signal range for HDMI/DisplayPort connections.

- HDMI1 (Off / On)
- HDMI2 (Off / On)
- DisplayPort (Off / On)

Apply Picture Settings

MENU  → Picture → Apply Picture Settings → ENTER 

Apply the picture settings to all external devices connected to the device or to the current source only.

- All Sources / Current Source

Picture Size

MENU  → Picture → Picture Size → ENTER 

choose size and aspect ratio picture displayed on screen.

Picture Size

Different screen adjustment options are displayed depending on the current input source.

- 16:9: Sets the picture to 16:9 wide mode.
- 4:3: Sets the picture to basic (4:3) mode.

— Do not set your product to 4:3 format for a long time.

The borders displayed on the left and right, or top and bottom of the screen may cause image retention (screen burn) which is not covered by the warranty.

- Original: Display images in the original picture quality.

Picture Off

MENU  → Picture → Picture Off → ENTER 

Selecting **Picture Off** switches off the screen. The volume is not disabled.

To switch the screen on, press any button other than the volume and power buttons.

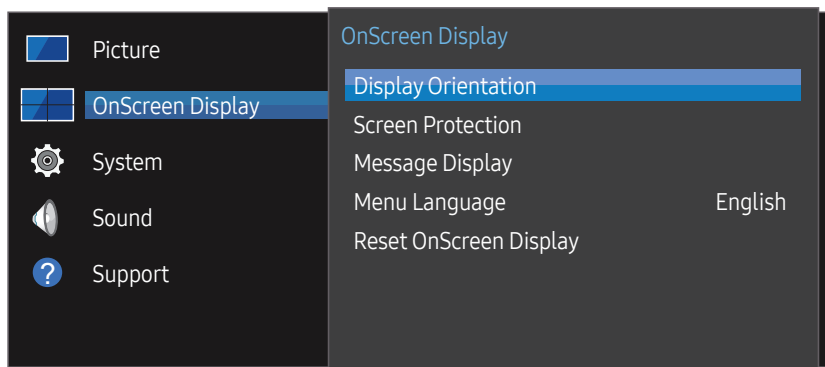
Reset Picture

MENU  → Picture → Reset Picture → ENTER 

Resets your current picture mode to its default settings.



Chapter 07

OnScreen Display



– The displayed image may differ depending on the model.

Display Orientation

MENU  → OnScreen Display → Display Orientation → ENTER 

Onscreen Menu Orientation

Set the menu screen orientation.

- **Landscape**: Display the menu in landscape mode (default).
- **Portrait**: Display the menu in portrait mode on the right side of the product screen.

Source Content Orientation

Set the orientation of content from external devices connected to the product.

- **Landscape**: Display the screen in landscape mode (default).
 - **Portrait**: Display the screen in portrait mode.
- **Portrait** orientation mode is not supported when a UHD resolution is in use.



Aspect Ratio

Set the rotated screen to be either full screen or original.

- **Full Screen**: Display the rotated screen in full screen.
- **Original**: Display the rotated screen in the original aspect ratio.

– Available only when **Source Content Orientation** is set to **Portrait**.

Screen Protection

MENU  → OnScreen Display → Screen Protection → ENTER 

To reduce the possibility of screen burn, this unit is equipped with **Pixel Shift** screen burn prevention technology.

Pixel Shift moves the picture slightly on the screen.

The **Pixel Shift** time setting allows you to program the time between movements of the picture in minutes.

Pixel Shift

Minimize image retention by finely moving pixels horizontally or vertically.

- **Pixel Shift (Off / On)**
 - **Horizontal**, **Vertical** and **Time** are enabled only when **Pixel Shift** is set to **On**.
- **Horizontal**: Sets how many pixels the screen moves horizontally.
- **Vertical**: Sets how many pixels the screen moves vertically.
- **Time**: Set the time interval for performing the horizontal or vertical movement, respectively.

Available Pixel Shift Settings and Optimum Settings.

| | Available Settings | Optimum Settings |
|----------------------------|--------------------|------------------|
| Horizontal (pixels) | 0 ~ 4 | 4 |
| Vertical (pixels) | 0 ~ 4 | 4 |
| Time (minute) | 1 min. ~ 4 min. | 4 min. |

— The **Pixel Shift** value may differ depending on the model.

— Displaying a still image or a **4:3** output for an extended period of time may cause image retention. This is not a defect in the product.

Timer

You can set the timer for **Screen Protection**.

The **Screen Protection** feature stops automatically after a specified period of time.

- **Timer (Off / Repeat / Interval)**
 - **Off**
 - **Repeat**: Display the anti-burn in pattern at a specified interval.
 - **Interval**: Display the anti-burn in pattern for a specified period of time (from the starting to finishing time).
 - When **Clock Set** is configured, **Interval** will be enabled.
 - **Period**, **Start Time** and **End Time** are enabled only when **Timer** is set to **Repeat** or **Interval**.
- **Period**: Specify the time interval to activate the **Screen Protection** function.
 - The option is enabled when **Repeat** is selected for **Timer**.
- **Start Time**: Set the start time to activate the screen protection function.
 - The option is enabled when **Interval** is selected for **Timer**.
- **End Time**: Set the end time to deactivate the screen protection function.
 - The option is enabled when **Interval** is selected for **Timer**.

Immediate Display

Select the screen saver you want to display immediately.



- **Off / Fading Screen**

Side Gray

When the screen is set to 4:3 aspect ratio, adjust the brightness of white margins on sides to protect the screen.

- **Off / Light / Dark**

Message Display

MENU  → OnScreen Display → Message Display → ENTER 

Source Info

Select whether to display the source OSD when the input source changes.

- Off / On

No Signal Message

Select whether to display the no-signal OSD when no signal is detected.



- Off / On

MDC Message

Select whether to display the MDC OSD when the product is controlled by the MDC.

- Off / On

Menu Language

MENU  → OnScreen Display → Menu Language → ENTER 

Set the menu language.

— A change to the language setting will only be applied to the onscreen menu display. It will not be applied to other functions on your PC.

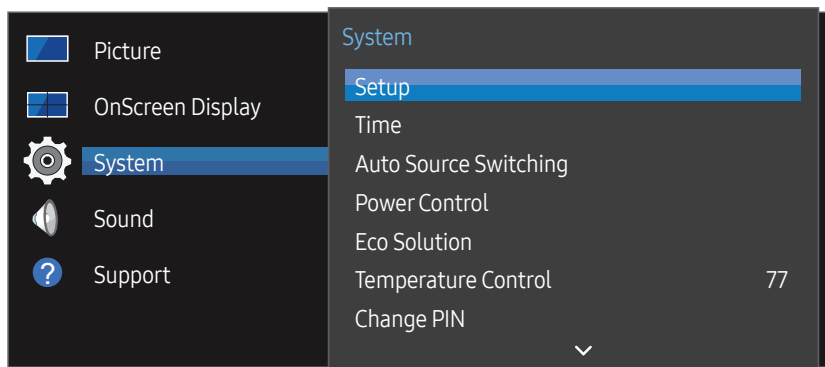
Reset OnScreen Display

MENU  → OnScreen Display → Reset OnScreen Display → ENTER 

This option returns the current settings under **OnScreen Display** to the default factory settings.

Chapter 08

System



– The displayed image may differ depending on the model.

Setup

MENU → **System** → **Setup** → ENTER

Change the initial settings that were configured when you first used the product.

1 Language

Select your language to start the on screen setup.

2 Display Orientation

Configure the menu page orientation.

– **Landscape / Portrait**

3 PC Connection Cable

Select which type of cable you are using to connect the display to the PC. And then select **Next**.

4 Network Settings

Set the IP settings, and then select **Next**.



5 Clock Set

Set the current date and time, and then select **Next**.

6 Complete

Setup is complete and you're ready to get started.

Time


MENU  → System → Time → ENTER 

You can configure **Clock Set** or **Sleep Timer**. Configure various time-related settings.

— Press the INFO button if you want to view the current time.

Clock Set

Select **Clock Set**. Select **Date** or **Time**, and then press .

Use the number buttons to enter numbers or press the up and down arrow buttons. Use the left and right arrow buttons to move from one entry field to the next. Press  when done.

— You can set the **Date** and **Time** directly by pressing the number buttons on the remote control.

DST

Switches the DST (Daylight Saving Time) function on or off.


Off / On

- **Start Date**: Set the start date of Daylight Saving Time.
- **End Date**: Set the end date of Daylight Saving Time.
- **Time Offset**: Select the correct time offset your timezone.

Sleep Timer

Automatically shuts off the product after a preset period of time.

(Off / 30 min. / 60 min. / 90 min. / 120 min. / 150 min. / 180 min.)

— Use the up and down arrows to select a period of time, and then press . To cancel **Sleep Timer**, select **Off**.

Power On Delay

When connecting multiple products, adjust the power-on time for each product to prevent power overload (within the range 0–50 seconds).

Auto Source Switching

MENU  → System → Auto Source Switching → ENTER 

Turning on the display with **Auto Source Switching On**, and the previous video source selection is not active, the display will automatically search the different video input sources for active video.

Auto Source Switching

When the **Auto Source Switching** is **On**, the display video source will automatically be searched for active video.

The **Primary Source** selection will be activated, if the current video source is not recognized.

Secondary Source selection will become active, if no primary video source is available.

If both the primary and secondary input sources are not recognized, the display will perform two searches for an active source, each search checking the primary and then secondary source. If both searches fail, the display will return to the first video source and display a message indicating that there is no signal.

When the **Primary Source** selection is set to **All**, the display will search all the video source inputs twice in sequence looking for an active video source, returning back to the first video source in the sequence if no video is found.

Primary Source Recovery

Select whether to restore the selected primary input source when a primary input source is activated.

— The **Primary Source Recovery** function is disabled if **Primary Source** is set to **All**.

Primary Source

Specify **Primary Source** for the automatic input source.

Secondary Source

Specify **Secondary Source** for the automatic input source.

Power Control

MENU  → System → Power Control → ENTER 

Auto Power On

This feature automatically turns on the product as soon as it is plugged in. Pressing the power button is not needed.

- **Off / On**

Standby Control

You can set the screen standby mode to be applied when an input signal is received.

- **Auto**
Power-saving mode will activate if no input signals are detected even though a source device is connected to the display.
The message **No Signal** will appear if no source device is connected.
- **Off**
The message **No Signal** will appear if no input signals are detected.
 - If **No Signal** is displayed although a source device is connected, check the cable connection.
 - If **No Signal Message** is set to **Off**, the **No Signal** message does not appear. If this is the case, set **No Signal Message** to **On**.
- **On**
Power-saving mode will activate if no input signals are detected.

Remote Configuration

This feature keeps the network power on when the product turns off.

- **Off / On**

Power Button

The power button can be set to either turn on the power or turn on/off the power.

- **Power On Only**: Set the power button to turn on the power.
- **Power On/Off**: Set the power button to turn on/off the power.

Eco Solution

MENU  → **System** → **Eco Solution** → ENTER 

Energy Saving

Reduce the power consumption by adjusting the screen brightness.

- **Off / Low / Medium / High**

Screen Lamp Schedule

Screen Lamp Schedule

Enable or disable the lamp schedule.

- **Off / On**

Schedule1, Schedule2

Time

The panel brightness will change to the brightness set in **Lamp** at a specified time.

Lamp

Adjust the panel brightness. A value closer to 100 makes the panel brighter.

- **0 ~ 100**

No Signal Power Off

Save power by turning the device off when no signal is received from any source.

- Off / 10 min. / 15 min. / 30 min. / 60 min.

- Disabled when an attached PC is in power saving mode.
- The product will automatically power off at a specified time. The time can be changed as required.

Auto Power Off

The product will automatically turn off if you do not operate the product for the specified period.

- Off / 4 hours / 6 hours / 8 hours

Temperature Control

MENU  → System → Temperature Control → ENTER 

This function detects the internal temperature of the product. You can specify the temperature range that is acceptable.

The default temperature is set to 77 °C.

Recommended temperature for **Temperature Control** is 75 °C ~ 80 °C (provided that the surrounding temperature is 40 °C).

- The screen will become darker if the current temperature exceeds the specified temperature limit. If the temperature continues to rise, the product will power off to prevent overheating.

Change PIN

MENU  → System → Change PIN → ENTER 



The **Change PIN** screen will appear.

Choose any 4 digits for your PIN and enter it in **Enter a new PIN..** Reenter the same 4 digits in **Enter the PIN again..**

When the Confirm screen disappears, press the **OK** button. The product has memorized your new PIN.

- Default password: 0 - 0 - 0 - 0
- Change the PIN to keep your device secure.

General

MENU  → System → General → ENTER 

Security

Enter your 4 digit PIN number. The default PIN number is "0-0-0-0".

If you want to change the PIN number, use the **Enter PIN** function.

— Change the PIN to keep your device secure.

Safety Lock

It sets safe lock function.

- Off / On

All the menus and buttons of the product and remote control, except for the **LOCK** button on the remote control, will be locked by the **Safety Lock** function.

To unlock the menus and buttons, press the **LOCK** button and then enter the password (default password: 0 - 0 - 0 - 0).

Power On Button

Turn on this feature to enable the remote control's Power button to turn on the product while **Safety Lock** is enabled.

- Off / On

HDMI Hot Plug

This feature is used to activate the time delay to turn on a DVI/HDMI source device.

- Off / On

Frame Alignment

MENU  → System → Frame Alignment → ENTER 

Improve the screen alignment between devices when using the video wall function.

- Auto / Off / On

Reset System

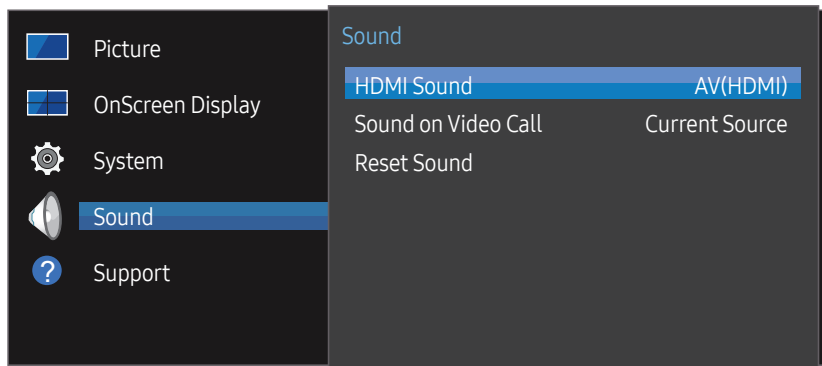
MENU  → System → Reset System → ENTER 

This option returns the current settings under system to the default factory settings.

Chapter 09

Sound Adjustment

Configure the sound (**Sound**) settings for the product.



– The displayed image may differ depending on the model.

HDMI Sound

MENU  → **Sound** → **HDMI Sound** → ENTER 

Select whether to hear from **AV(HDMI)** or **PC(DVI)**.

- **AV(HDMI) / PC(DVI)**

Sound on Video Call

MENU  → **Sound** → **Sound on Video Call** → ENTER 

Select sound output to listen to during a video call.

- **Current Source / Video Call**

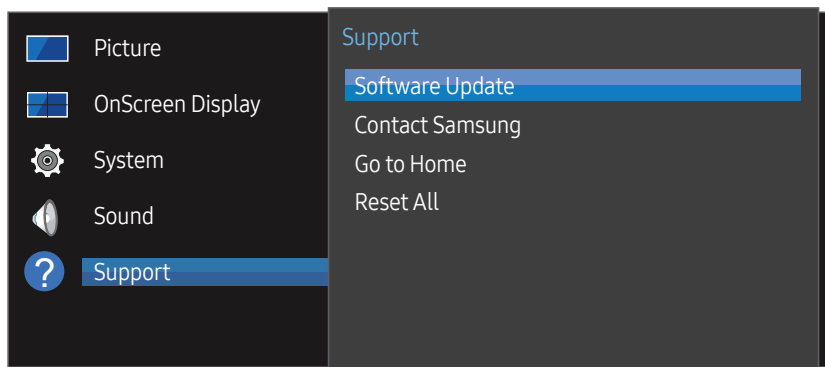
Reset Sound

MENU  → **Sound** → **Reset Sound** → ENTER 

The displayed image may differ depending on the model. Reset all sound settings to the factory defaults.

Chapter 10

Support



– The displayed image may differ depending on the model.

Software Update

MENU  → **Support** → **Software Update** → ENTER 

The **Software Update** menu lets you upgrade your product software to the latest version.

- Be careful not to turn off the power until the upgrade is complete. The product will turn off and on automatically after completing the software upgrade.
- When you upgrade software, all video and audio settings you have made will return to their default settings. We advise you to write down your settings so that you can easily reset them after the upgrade.

Updating via USB Device

Download the update package from Samsung's website to a USB storage device and then connect the device to the product to update the product's software.

- Remember to save the update package to the top-most directory of the USB device. Otherwise, the product will not be able to find the update package.

Contact Samsung

MENU  → **Support** → **Contact Samsung** → ENTER 

View this information when your product does not work properly or when you want to upgrade the software.

You can find information regarding our call centers and how to download products and software.

- Go to **Contact Samsung** and find the product **Model Code** and **Software Version**.

Go to Home

Accessible using the HOME  button on the remote control.

MENU  → Support → Go to Home → ENTER 

Refer to the "Home feature" chapter for details on sub-menu items.

Go to Home to play a variety of content from a memory device or a connected network.

Video Wall

Customize the layout of multiple displays that are connected to form a video wall.

In addition, display part of a whole picture or repeat the same picture on each of the connected multiple displays.

To display multiple images, refer to MDC Help or the MagicInfo user guide. Some models may not support the MagicInfo function.

On/Off Timer

— You must set the clock before you can use On/Off Timer.

Set On Timer so that your product turns on automatically at a time and on a day of your choosing.

The power is turned on with the specified volume or input source.

Network Settings

View the network settings.

ID Settings



Assign an ID to a set.

Press ▲/▼ to select a number, and press .

More settings

The picture settings menu appears.

Reset All

MENU  → Support → Reset All → ENTER 

This option returns all the current settings for a display to the default factory settings.

Chapter 11

Troubleshooting Guide

-
- Follow the instruction on the right to test your product before requesting for service. If the problem persists, contact Samsung Customer Service Center.

-
- If the screen remains blank, check the PC system, video controller and cable.

Requirements Before Contacting Samsung Customer Service Center

Testing the Product

Check if your product is operating normally by using the product test function.

If the product is properly connected to the PC and the screen remains turned off, run the product's self-diagnostics.

- 1 Power off both the PC and product.
- 2 Disconnect all the cables from the product.
- 3 Power on the product.
- 4 If **No Cable Connected** is displayed, the product is operating normally.

Checking the Resolution and Frequency

Not Optimum Mode will briefly be displayed if a mode that exceeds a supported resolution is selected (refer to Supported Resolutions).

Check the followings.

Installation issue (PC mode)

| | |
|---|--|
| The screen keeps switching on and off. | Check the cable connection between the product and PC, and ensure the connection is secure. |
| Blank spaces are found on all four sides of the screen when an HDMI or HDMI-DVI cable is connected to the product and PC. | The blank spaces found on the screen have nothing to do with the product. |
| | Blank spaces on the screen are caused by the PC or graphics card. To resolve the problem, adjust the screen size in the HDMI or DVI settings for the graphics card. |
| | If the graphics card settings menu does not have an option to adjust the screen size, update the graphics card driver to the latest version. (Please contact the graphics card or computer manufacturer for further details about how to adjust the screen settings.) |

Screen issue

| | |
|--|---|
| The screen will not switch on. | Make sure that the power cord is connected. |
| No Signal is displayed on the screen. | Check that the product is connected correctly with a cable. |
| | Check that the device connected to the product is powered on. |
| Not Optimum Mode is displayed. | This message is displayed when a signal from the graphics card exceeds the product's maximum resolution and frequency. |
| | Refer to the Standard Signal Mode Table and set the maximum resolution and frequency according to the product specifications. |
| The images on the screen look distorted. | Check the cable connection to the product. |

Screen issue

The screen is not clear. The screen is blurry.

Remove any accessories (video extension cable, etc) and try again.

Set the resolution and frequency to the recommended level.

The screen appears unstable and shaky.

Check that the resolution and frequency of the PC and graphics card are set within a range compatible with the product. Then, change the screen settings if required by referring to the Additional Information on the product menu and the Standard Signal Mode Table.

There are shadows or ghost images left on the screen.

The screen is too bright. The screen is too dark.

Adjust **Brightness** and **Contrast**.

White does not really look white.

Go to **Picture** and adjust the **White Balance Settings** settings.

The product will turn off automatically.

Go to **System** and make sure **Sleep Timer** is set to **Off**.

If a PC is connected to the product, check the power status of the PC.

Make sure the power cable is connected properly to the product and power outlet.

If the signal from a connected device is not detected, the product automatically turns off after 10 to 15 minutes.

Picture quality of the product is different from the dealer shop where it was purchased.

Use an HDMI cable to obtain high-definition (HD) picture quality.

Screen issue

The screen display does not look normal.

Encoded video content may cause the display to appear corrupted in scenes featuring fast moving objects such as in a sports event or action video.

Low signal level or low picture quality may cause the display to appear corrupted. This does not mean the product is defective.

A cell phone within a distance of one-meter radius may cause static on analog and digital products.

The brightness and color do not look normal.

Go to **Picture** and adjust the screen settings such as **Color**, **Brightness** and **Sharpness**.

Go to **System** and adjust the **Energy Saving** settings.

Reset the screen settings to the default settings.

Lines (red, green or blue) are displayed on the screen.

These lines are displayed when there is a defect in **DATA SOURCE DRIVER IC** on the monitor. Contact a Samsung Service Center to resolve the issue.

The display looks unstable and then freezes.

The screen may freeze when a resolution other than the recommended resolution is used or if the signal is not stable. To resolve the issue, change the PC resolution to the recommended resolution.

Screen issue

The screen cannot be displayed in full screen.

A scaled SD (4:3) content file can cause black bars on both sides of an HD channel screen.

A video with an aspect ratio different from the product can cause black bars at the top and bottom of the screen.

Change the screen size setting to full screen on the product or source device.

Sound issue

There is no sound.

Check the connection of the audio cable or adjust the volume.

Check the volume.

The volume is too low.

Adjust the volume.

If the volume is still low after turning it up to the maximum level, adjust the volume on your PC sound card or software program.

Video is available but there is no sound.

If an HDMI cable is connected, check the audio output settings on the PC.

If a source device is used

- Make sure the audio cable is properly connected to the audio input port on the product.
- Check the audio output settings for the source device.
(For example, if an HDMI cable is connected to the monitor, the audio setting for the cable box may need to be changed to HDMI.)

If a DVI-HDMI cable is used, a separate audio cable is required.

If the product has a headphone port, make sure nothing is connected to it.

Reconnect the power cable to the device and then reboot the device.

Sound issue

There is static coming from the speakers.

Check the cable connection. Make sure a video cable is not connected to an audio input port.

Check the signal strength after connecting a cable.

Low signal level can cause corrupted sound.

There is audible sound when the volume is muted.

Adjust the volume for the external speakers.

Audio settings for main speakers are separate from the internal speakers on the product.

Changing or muting the volume on the product does not affect an external amplifier(decoder).

Remote control issue

The remote control does not work.

Make sure that the batteries are correctly in place (+/-).

Check if the batteries are flat.

Check for power failure.

Make sure that the power cord is connected.

Check for any special lighting or neon signs switched on in the vicinity.

Source device issue

A beeping sound is heard when my PC is booting.

If a beeping sound is heard when your PC is booting, have your PC serviced.

Other issue

| | |
|--|---|
| The product smells like plastic. | The plastic smell is normal and disappears over time. |
| The monitor appears tilted. | Remove and then attach the stand again to the product. |
| Audio or video cuts out intermittently. | Check the cable connection and connect it again if required. Using a very hard or thick cable may corrupt audio and video files. Make sure cables are flexible enough to ensure durability. When mounting the product onto a wall, it is recommended to use right-angle cables. |
| Small particles are found on the edges of the product. | The particles are part of the product design. The product is not defective. |
| When I try to change the PC resolution, a message "Mode not Supported" appears. | The message "Mode not Supported" appears if the input source resolution exceeds the maximum resolution of the display. To resolve the issue, change the PC resolution to a resolution supported on the display. |
| There is no sound from the speakers in HDMI mode when a DVI-HDMI cable is connected. | DVI cables do not transmit sound data. Make sure to connect the audio cable to the correct input jack to enable audio. |
| HDMI Black Level is not functioning properly on an HDMI device with YCbCr output. | This function is available only when a source device, such as a DVD player and STB, is connected to the product via an HDMI (RGB signal) cable. |
| There is no sound in HDMI mode. | Displayed picture colors may not look normal. Video or sound may not be available. This can occur if a source device that only supports an older version of the HDMI standard is connected to the product. If these issues occur, connect an audio cable along with the HDMI cable. Some PC graphics cards may not automatically recognize HDMI signals that do not include sound. In this case, manually select a sound input. |

Other issue

HDMI-CEC does not work.

This product does not support the HDMI-CEC feature.

To use several external devices compatible with the HDMI-CEC feature that are connected to the HDMI1 and HDMI2 ports on the product, turn off the HDMI-CEC features on all the external devices. External devices include Blu-ray and DVD players.

Operating an external device when its HDMI-CEC feature is enabled may automatically stop other external devices.

To change HDMI-CEC settings, refer to the device user guide or contact the device manufacturer for assistance.

The IR sensor is not functioning.

- Contact your nearest service center to have the product serviced.

- This function is available only when a source device, such as a DVD player and STB, is connected to the product via an HDMI (RGB signal) cable.

When booting the PC with the input source set to **DisplayPort** the BIOS and booting screens do not appear.

- Boot the PC when the product is turned on or when the input source is not **DisplayPort**.
-

Chapter 12

Specifications

General

| Model Name | | VM55B-R | VH55B-E |
|------------|--------------|-----------------------------------|-----------------------------------|
| Panel | Size | 55 CLASS (54.6 inches / 138.7 cm) | 55 CLASS (54.6 inches / 138.7 cm) |
| | Display area | 1209.6 mm (H) x 680.3 mm (V) | 1209.6 mm (H) x 680.4 mm (V) |

| Model Name | | VM46B-U | VM55B-U / VM55B-E |
|------------|--------------|-----------------------------------|-----------------------------------|
| Panel | Size | 46 CLASS (45.9 inches / 116.8 cm) | 55 CLASS (54.6 inches / 138.7 cm) |
| | Display area | 1018.08 mm (H) x 572.67 mm (V) | 1209.6 mm (H) x 680.4 mm (V) |

| | | |
|------------------------------|--------------------|---|
| Resolution | Optimum resolution | 1920 x 1080 @ 60 Hz |
| | Maximum resolution | 1920 x 1080 @ 60 Hz (DVI) 3840 x 2160 @ 60 Hz (HDMI1, HDMI2, DP) |
| Power Supply | | AC100-240V~ 50/60Hz Refer to the label at the back of the product as the standard voltage can vary in different countries. |
| Environmental considerations | Operating | Temperature : 32 °F - 104 °F (0 °C - 40 °C) * For installing the enclosure, keep the internal temperature at 35 °C or below. Humidity : 10 % - 80 %, non-condensing |
| | Storage | Temperature : -4 °F - 113 °F (-20 °C - 45 °C) Humidity : 5 % - 95 %, non-condensing * Applicable before the product package is unpacked. |

- **Plug-and-Play**
This monitor can be installed and used with any Plug-and-Play compatible systems. Two-way data exchange between the monitor and PC system optimizes the monitor settings. Monitor installation takes place automatically. However, you can customize the installation settings if desired.
- Due to the nature of the manufacturing of this product, approximately 1 pixel per million (1ppm) may appear brighter or darker on the panel. This does not affect product performance.
- This product can be set to only one resolution for each screen size to obtain the optimum picture quality due to the nature of the panel. Using a resolution other than the specified resolution may degrade the picture quality. To avoid this, it is recommended that you select the optimum resolution specified for your product.
- For detailed device specifications, visit the Samsung website.

Preset Timing Modes

The screen will automatically be adjusted if a signal that belongs to the following standard signal modes is transmitted from your PC. Note that the screen will be unable to display content if the signal from the PC is not one of the standard signal modes. Refer to the manual for your graphic card and configure as the following.

| Resolution | Horizontal Frequency (kHz) | Vertical Frequency (Hz) | Pixel Clock (MHz) | Sync Polarity (H/V) |
|---------------------|----------------------------|-------------------------|-------------------|---------------------|
| IBM, 720 x 400 | 31.469 | 70.087 | 28.322 | -/+ |
| VESA/IBM, 640 x 480 | 31.469 | 59.940 | 25.175 | -/- |
| MAC, 640 x 480 | 35.000 | 66.667 | 30.240 | -/- |
| MAC, 832 x 624 | 49.726 | 74.551 | 57.284 | -/- |
| MAC, 1152 x 870 | 68.681 | 75.062 | 100.000 | -/- |
| VESA, 640 x 480 | 37.861 | 72.809 | 31.500 | -/- |
| VESA, 640 x 480 | 37.500 | 75.000 | 31.500 | -/- |
| VESA, 800 x 600 | 37.879 | 60.317 | 40.000 | +/+ |
| VESA, 800 x 600 | 48.077 | 72.188 | 50.000 | +/+ |
| VESA, 800 x 600 | 46.875 | 75.000 | 49.500 | +/+ |
| VESA, 1024 x 768 | 48.363 | 60.004 | 65.000 | -/- |
| VESA, 1024 x 768 | 56.476 | 70.069 | 75.000 | -/- |
| VESA, 1024 x 768 | 60.023 | 75.029 | 78.750 | +/+ |

| Resolution | Horizontal Frequency (kHz) | Vertical Frequency (Hz) | Pixel Clock (MHz) | Sync Polarity (H/V) |
|-------------------|----------------------------|-------------------------|-------------------|---------------------|
| VESA, 1152 x 864 | 67.500 | 75.000 | 108.000 | +/+ |
| VESA, 1280 x 720 | 45.000 | 60.000 | 74.250 | +/+ |
| VESA, 1280 x 800 | 49.702 | 59.810 | 83.500 | -/+ |
| VESA, 1280 x 1024 | 63.981 | 60.020 | 108.000 | +/+ |
| VESA, 1280 x 1024 | 79.976 | 75.025 | 135.000 | +/+ |
| VESA, 1366 x 768 | 47.712 | 59.790 | 85.500 | +/+ |
| VESA, 1440 x 900 | 55.935 | 59.887 | 106.500 | -/+ |
| VESA, 1600 x 900 | 60.000 | 60.000 | 108.000 | +/+ |
| VESA, 1680 x 1050 | 65.290 | 59.954 | 146.250 | -/+ |
| VESA, 1920 x 1080 | 67.500 | 60.000 | 148.500 | +/+ |
| VESA, 2560 x 1440 | 88.787 | 59.951 | 241.500 | +/- |
| VESA, 3840 x 2160 | 133.313 | 59.997 | 533.250 | +/- |
| CEA, 3840 x 2160 | 67.500 | 30.000 | 297.000 | +/+ |
| CEA, 3840 x 2160 | 54.000 | 24.000 | 297.000 | +/+ |
| CEA, 3840 x 2160 | 56.250 | 25.000 | 297.000 | +/+ |
| CEA, 3840 x 2160 | 112.500 | 50.000 | 594.000 | +/+ |

Chapter 13

Appendix

Responsibility for the Pay Service (Cost to Customers)

— When the service is requested, in spite of in warranty, we may charge you for a visit from a service technician in the following cases.

Not a product defect

Cleaning of the product, Adjustment, Explanation, Re-installation and etc.

- If a service technician is requested to give instructions on how to use product or simply adjusts options without disassembling product.
- If a defect is caused by external environmental factors (Internet, Antenna, Wired Signal, etc.)
- If a product is reinstalled or devices are connected additionally after installing the purchased product for the first time.
- If a product is reinstalled to move to a different spot or to move to a different house.
- If the customer requests instructions on how to use another company's product.
- If customer requests instructions on how to use the network or another company's program.
- If customer requests software installation and setup for the product.
- If a service technician removes/cleans dusts or foreign materials inside of the product.
- If customer requests an installation additionally after purchasing a product through home-shopping or online.

A Product damage caused by customer's fault

Product damage caused by customer's mishandling or wrong repair

If a product damage is caused by;

- External impact or drop.
- Use of supplies or separately sold product unspecified by Samsung.
- Repair from a person besides an engineer of outsourcing service company or partner of Samsung Electronics Co., Ltd.
- Remodeling or repairing the product by customer.
- Using it with incorrect voltage or non-authorized electrical connections.
- Not following the "cautions" in User Manual.

Others

- If product fails by natural disaster. (lightning, fire, earthquake, flood damage, etc)
- If consumable components are all used up. (Battery, Toner, Fluorescent lights, Head, Vibrator, Lamp, Filter, Ribbon, etc.)

— If customer requests a service in case the product has no defect, service fee may be charged. So please read User Manual first.

Prevention of Afterimage Burn-in

What is afterimage burn-in?

Afterimage burn-in should not occur when the panel is operating normally. Normal operation refers to a continuously changing video pattern. If the panel displays a fixed pattern for an extended period of time a slight voltage difference may occur between the electrodes in pixels that control the liquid crystals.

Such a voltage difference between electrodes increases with time and makes the liquid crystals thinner. When this occurs, a previous image can remain on the screen when the pattern changes.

- ⊘ This information is a guide to prevent afterimage burn-in. Viewing a fixed screen for an extended period of time may cause afterimage burn-in. This problem is not included in warranty.

Recommended prevention practices

Viewing a fixed screen for an extended period of time may cause afterimage burn-ins or smudges. If the product is not to be used for a long time, turn it off, or activate the Power Saving mode or Screen Saver with a moving image.

- Change the colors regularly.



- Avoid combinations of a text color and background color of contrasting brightness.
- Avoid using colors of contrasting brightness (black and white; gray and black).



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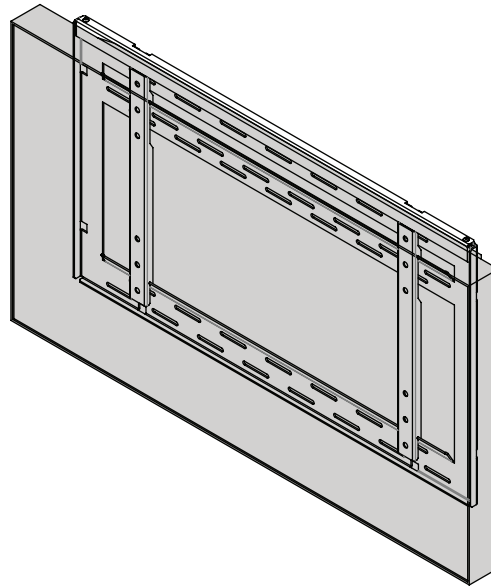
In the case of using open source software, Open Source Licenses are available on the product menu.

For information on the Open Source License Notice, contact Samsung Open Source (<http://opensource.samsung.com>)



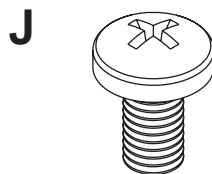
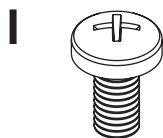
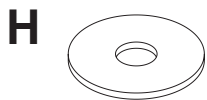
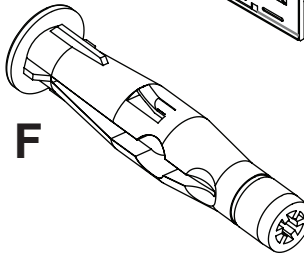
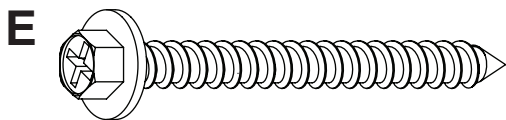
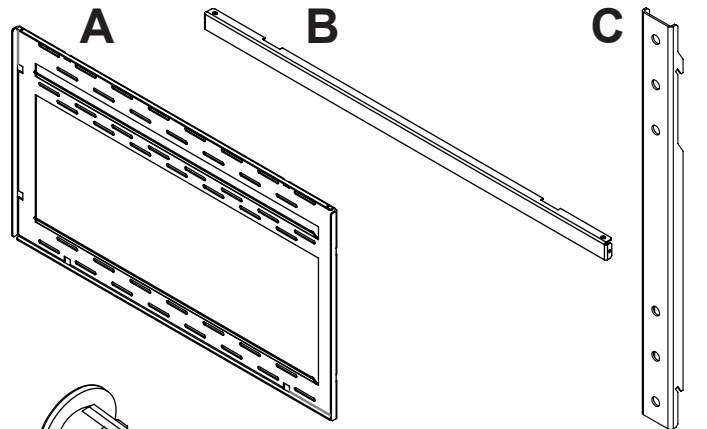
Installation and Assembly: Wall Mount

Model: DS-VW650



Parts List

| Description | Qty. | Part # |
|--------------------------------------|------|-------------|
| A wall plate | 1 | 145-1199 |
| B lock bracket | 1 | 145-1201 |
| C vertical bracket | 2 | 145-1200 |
| D M5 x 10 mm socket pin Type F screw | 2 | 520-1164 |
| E #14 x 2.5" hex head wood screw | 6 | 5S1-015-C03 |
| F concrete anchor | 6 | 590-0320 |
| G 4 mm allen wrench | 1 | 560-9646 |
| H nylon shoulder washer | 4 | 590-2233 |
| I M6 x 12 mm phillips screw | 4 | 5201128 |
| J M8 x 15 mm phillips screw | 4 | 520-9257 |

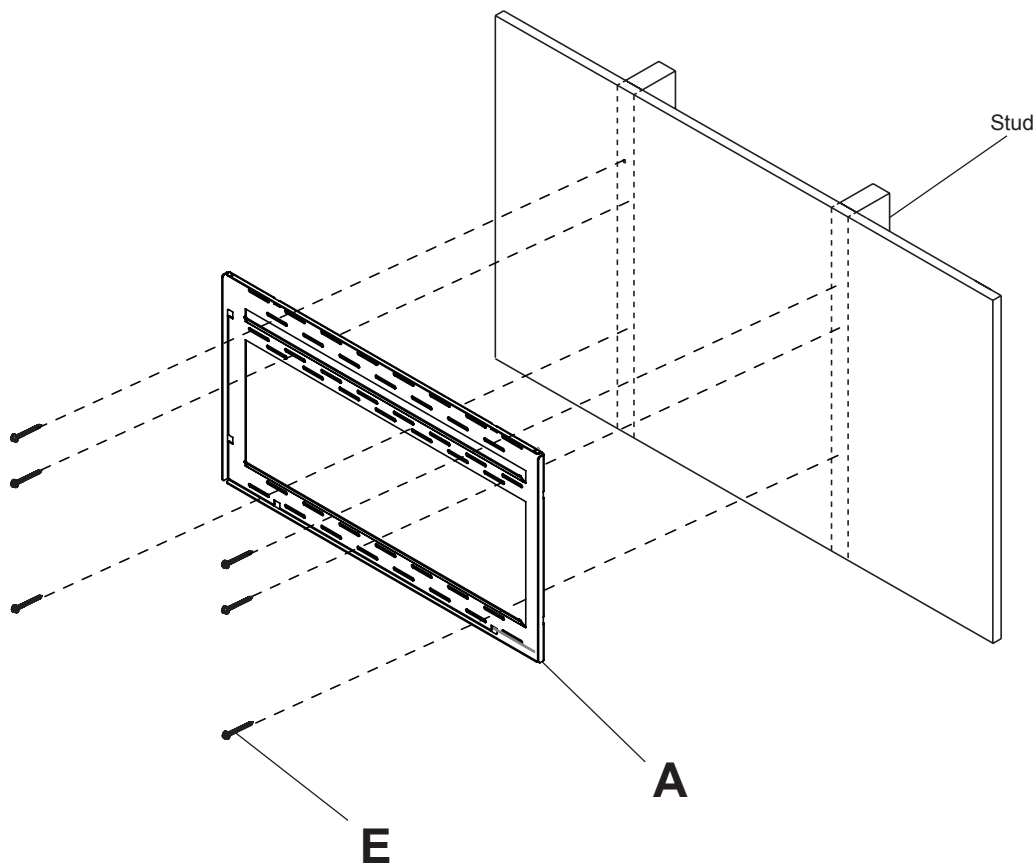


Installation to Wall Stud

⚠ WARNING

- Installer must verify that the supporting surface will safely support the combined load of the equipment and all attached hardware and components.
- Tighten wood screws so that wall plate is firmly attached, but do not overtighten. Overtightening can damage the screws, greatly reducing their holding power.
- Never tighten in excess of 80 in. • lb (9 N.M.).
- Make sure that mounting screws are anchored into the center of the stud. The use of an "edge to edge" stud finder is highly recommended.
- Hardware provided is for attachment of mount through standard thickness drywall or plaster into wood studs. Installers are responsible to provide hardware for other types of mounting situations.

- 1 Use a stud finder to locate the edges of the stud. Use of an edge-to-edge stud finder is highly recommended. Based on their edges, draw a vertical line down the stud center. Place wall plate (**A**) on wall as a template. Level plate, and mark the center of the six mounting holes. Make sure that the mounting holes are on the stud centerline. Drill six 5/32" (4 mm) dia. holes 2-1/2" (65 mm) deep. Make sure that the wall plate (**A**) is level, secure it using six #14 x 2.5" wood screws (**E**) as shown below.

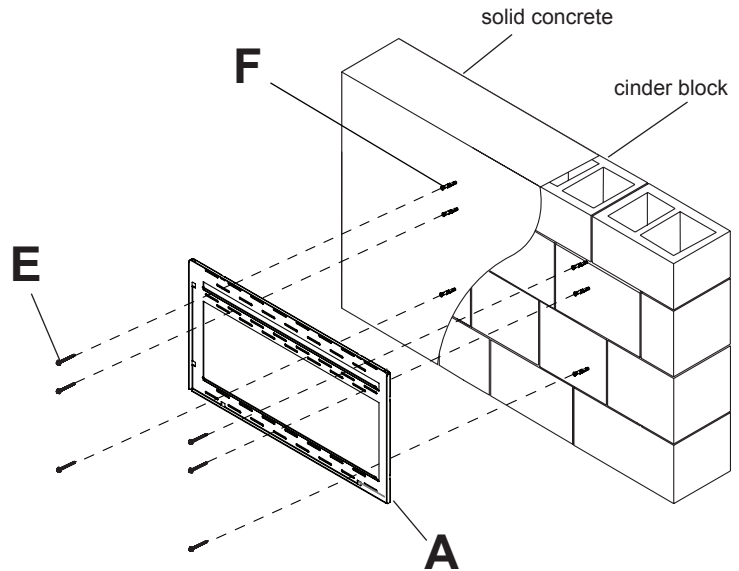


Installation to Solid Concrete or Cinder Block

⚠ WARNING

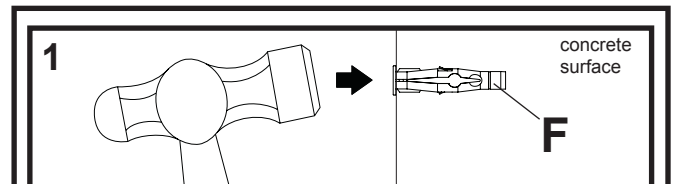
- When installing Peerless wall mounts on cinder block, verify that you have a minimum of 1-3/8" (35 mm) of actual concrete thickness in the hole to be used for the concrete anchors. Do not drill into mortar joints! Be sure to mount in a solid part of the block, generally 1" (25 mm) minimum from the side of the block. Cinder block must meet ASTM C-90 specifications. It is suggested that a standard electric drill on slow setting is used to drill the hole instead of a hammer drill to avoid breaking out the back of the hole when entering a void or cavity.
- Concrete must be 2000 psi density minimum. Lighter density concrete may not hold concrete anchor.
- Make sure that the wall will safely support four times the combined load of the equipment and all attached hardware and components.

- 1** Make sure that wall plate (A) is level, use it as a template to mark six mounting holes. Drill six 5/16" (8mm) dia. holes to a minimum depth of 2.5" (64 mm). Insert anchors (F) in holes flush with wall as shown (right). Place wall plate (A) over anchors and secure with six #14 x 2.5" screws (E) as shown. Level, then tighten all fasteners.

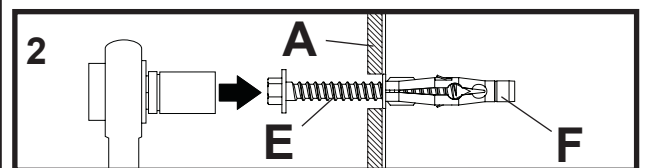


⚠ WARNING

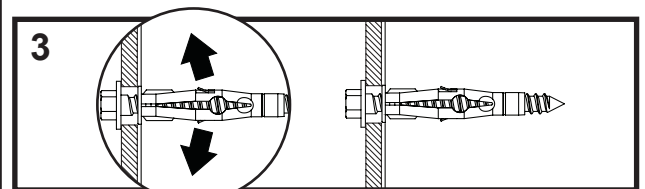
- Tighten screws so that wall plate is firmly attached, but do not overtighten. Overtightening can damage screws, greatly reducing their holding power.
- Never tighten in excess of 80 in. • lb (9 N.M.).
- Always attach concrete expansion anchors directly to load-bearing concrete.
- Never attach concrete expansion anchors to concrete covered with plaster, drywall, or other finishing material. If mounting to concrete surfaces covered with a finishing surface is unavoidable, the finishing surface must be counter bored as shown below. Be sure concrete anchors do not pull away from concrete when tightening screws. If plaster/drywall is thicker than 5/8" (16 mm), custom fasteners must be supplied by installer



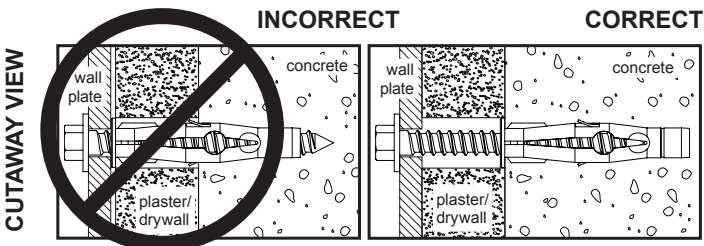
Drill holes and insert anchors (F).



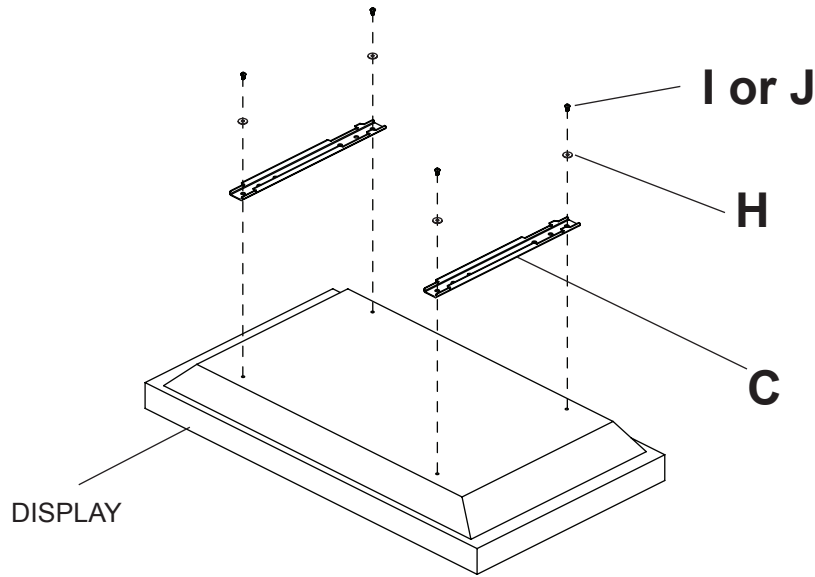
Place plate (A) over anchors (E) and secure with screws (F).



Tighten all fasteners.



- 2** Attach adapter brackets (**C**) to display using four M6 x 12 mm phillips screw (**I**) with nylon shoulder washers (**H**), or using four M8 x 15 mm phillips screws (**J**).



Attaching Adapter Brackets to Wall Plate

- 3** Hook adapter brackets (**C**) to wall plate (**A**). Slide adapter brackets (**C**) to position. Once display is located in desired position, secure with lock bracket (**B**) using two M5 x 10 mm socket pin Type F screws (**D**) to lock in place as shown in figure 3.2.

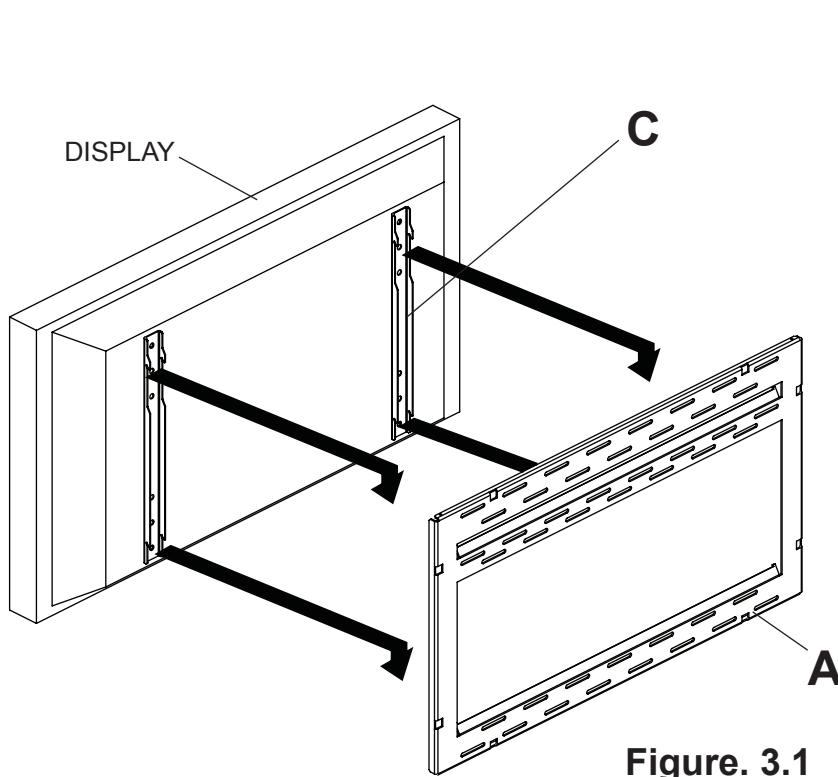


Figure. 3.1

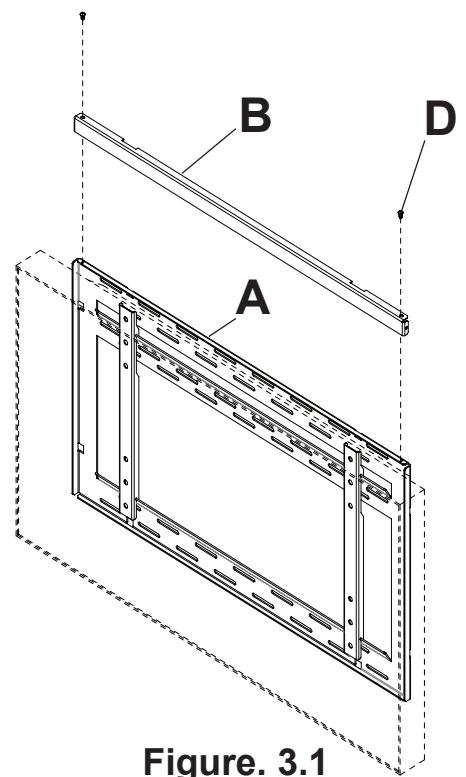


Figure. 3.1

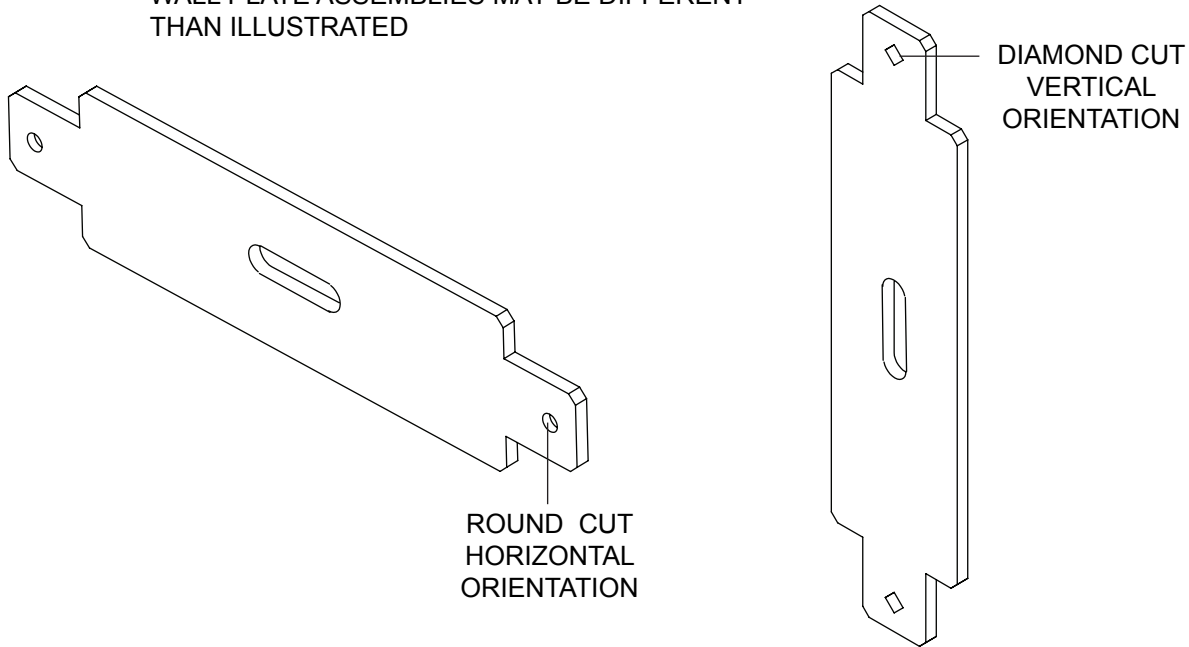
BACK FOR WALL PLATE
SUPPORTING SURFACE
NOT SHOWN FOR CLARITY

Optional for Multiple Displays: Installing Spacer Kit (Sold Separately)

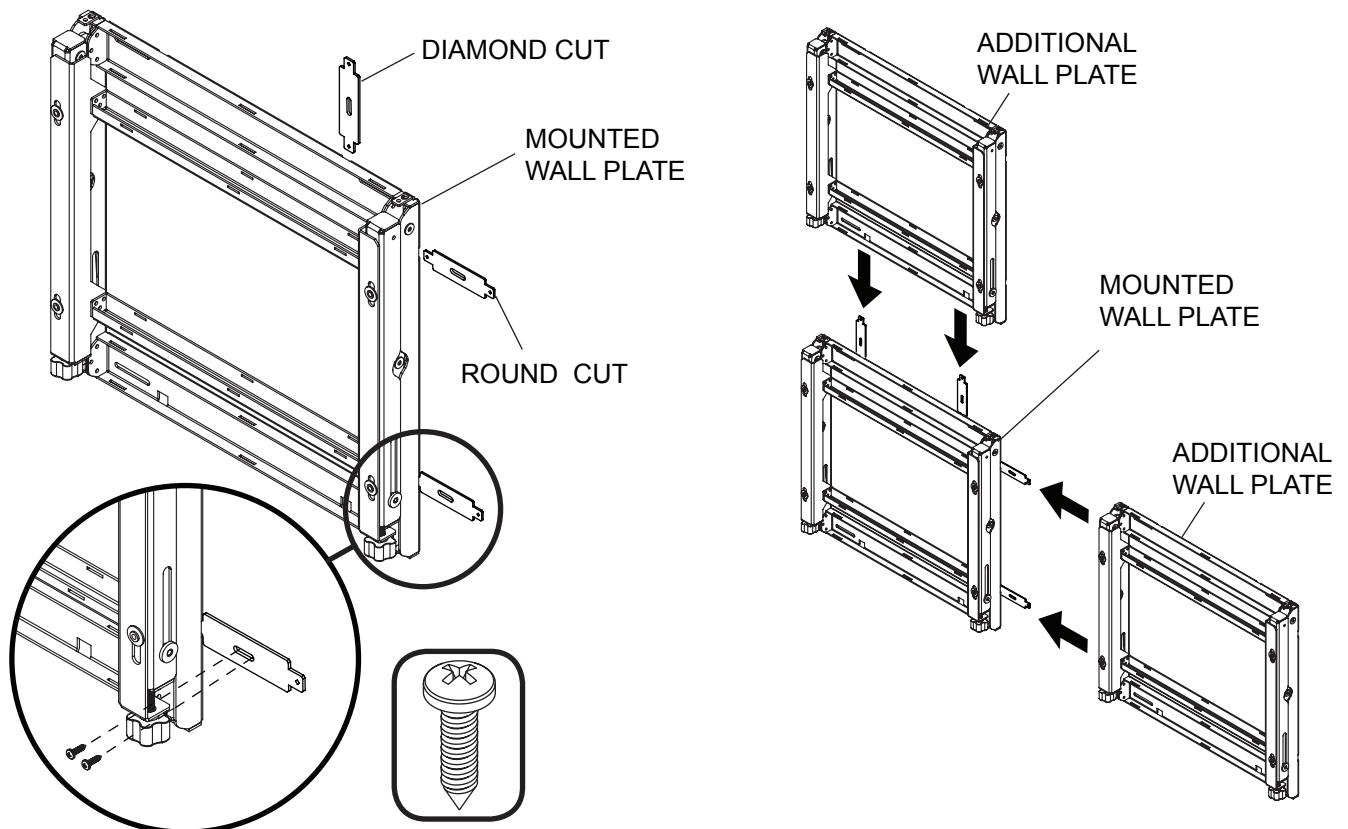
- 4** Slide spacers into tab of mounted wall plate as shown. Keeping spacers flush against wall plate, fasten two #10 x 3/4" wood screws as shown. There must be two spacers placed on the same side as the additional wall plate. Align the tabs of the additional wall plate flush with the spacers. Follow main instruction for proper installation of additional wall plates.

NOTE: SUPPORTING SURFACE NOT SHOWN FOR CLARITY

WALL PLATE ASSEMBLIES MAY BE DIFFERENT THAN ILLUSTRATED



NOTE: ADDITIONAL WALL PLATES SOLD SEPARATELY





OVERVIEW

C3-503 CORIOmaster micro provides a powerful, efficient approach to building video display systems. Multiple video windows can be positioned on LED, display based videowalls or projector edge blends, displaying any of the sources connected to CORIOmaster. Windows can be visually “transitioned” into position, resized or rotated to any proportion allowing designers to achieve striking visual effects. Each system can support up to 2 separate video canvasses with up to 10 windows per canvas depending upon the source resolution, frame rate and size of windows.

CORIOgrapher, the control software for the CORIOmaster series of processors, is a simple, easy to use design interface that enables window and source positioning and transition effects. This dynamic feature is easily managed through presets in CORIOgrapher or by simple commands executed by third party control systems. 50 presets can be saved permanently in the system.

LATEST FEATURES

- ◆ **NEW Dual 4K Output Module** – 4K60 capable module for immersive video experiences. Other modes included cloned 4K60 and independent dual 4K30.
- ◆ **NEW Output Cloning** – easily set up repeat displays, duplicated side screens and facilitate third party screen recording.
- ◆ **Dual HDMI output HD resolution Keying module** – add icons, layer data feeds and areas of interest.
- ◆ **Synchronized playback** – Optional mode for dual 4K streaming and media input module allow synchronized playback of up to 8 HD clips.
- ◆ **Low latency IP mode** – view an incoming IP stream from a live source with a typical latency below 300ms in this mode.
- ◆ **FTP workflows** – Receive media files over the network and store them for playback.
- ◆ **AES Decryption** - Decode IP streams that have been encrypted using the AES CBC standard using 128 or 256-bit key length
- ◆ **EDID manager** – Easily manage system default EDID's and upload new EDID's.
- ◆ **Custom resolution management** - Increased storage for up to 20 custom resolutions.
- ◆ **New look CORIOgrapher** – Design and control your video walls quickly and easily

KEY FEATURES

- ◆ Patented CORIO®3 videowall processing technology
- ◆ 1/2 RU frame size
- ◆ Manage up to 2 canvasses
- ◆ Extremely low latency of typically 1 but maximum two video frames input to output
- ◆ Windows and Displays can be freely positioned, sized, scaled, and freely rotated in 1° increments
- ◆ Customisable borders can also be added to windows
- ◆ Combination of different size and resolution of displays can be used on the same canvas
- ◆ Customizable bezel compensation
- ◆ Multi-Edge blending of projectors
- ◆ Up-down-cross conversion
- ◆ Custom input and output resolutions are supported
- ◆ Secure Command Line Interface and REST API – for third party control
- ◆ Control via serial or network
- ◆ AMX & Crestron modules available
- ◆ Uses CORIOgrapher; simple to use but powerful software interface

OPTIONS

- ◆ Universal DVI adapters
- ◆ Onsite system commissioning (US Only)

Part Numbers

| | | | |
|--------------------------|--|---------------------|---|
| C3-503 | 1/2RU CORIOmaster with 3 slots available for video I/O modules. Interfaces for R2-232 & IP. Single external power supply, SPDIF audio output | CM-HDBT-SC-2OUT | Dual HDBaseT output module with Single Ethernet |
| CM-HDMI-4K-2IN | Dual 4K30 Or Single 4K60 HDMI input module | CM-DVI-I-SC-2OUT | Dual DVI Scaled output module |
| CM-AVIP-IN-1USB-1ETH | 4K Streaming & Media input module (Dual channel HD streaming, 8K still image support, USB 3.0 for File Playback, 16GB Internal SSD storage for Content) | CM-3GSDI-SC-2OUT | Dual 3G-SDI output module |
| CM-AVIP-IN-1USB-1ETH-128 | 4K Streaming & Media input module (Dual channel HD streaming, 8K still image support, USB 3.0 for File Playback, 128GB Internal SSD storage for Content) | CM-HDMI-SC-2OUT-KEY | Dual Keying Output module |
| CM-DVIU-2IN | Dual DVI-U input module (Custom DVI-I adapters provide connections for: composite, S-Video, component, VGA, RGBHV and HDMI (DVI-D connects directly). | ZDH2050 | Composite video adaptor DVI-I |
| CM-3GSDI-2IN | Dual 3G-SDI input module | ZDB2048 | YC (S-Video) adapter DVI-I male to 2-BNC female |
| CM-HDSDI-4IN | Quad HD-SDI input module | ZDS2046 | YC (S-Video) adapter DVI-I male to 4-Pin mini-din female |
| CM-HDBT-2IN-1ETH | Dual HDBaseT Input with Single Ethernet | ZDH2040 | Analog PC adapter DVI-I male to HD-15 female |
| CM-HDMI-4K-SC-1OUT | 4K HDMI scaled output module | ZDB2038 | 1.5' (0.5m) analog RGBHV adapter Cable DVI-I male to 5-BNC female |
| CM-HDMI-4K-SC-2OUT | Dual 4K30 or single 4K60 output module | ZDB2044 | 1.5' (0.5m) YPbPr/YUV adapter cable DVI-I male to 3-BNC female |
| | | ZDB2042 | YPbPr/YUV adapter DVI-I male to 3-RCA female |
| | | CMD1941 | HDMI adapter DVI-I male to HDMI female |
| | | Magenta Encoder-100 | Single channel IP encoder |
| | | FE-1 | Onsite system commissioning (US Only) |

Modular Flexibility

CORIOmaster can accommodate numerous I/O configurations in the 3 universal video slots available; when inserted, the modules are automatically recognized & configured. This flexibility allows end user configurations to be based on their own needs.



Dual 4K output with scaling



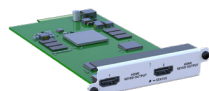
DVI-I Output with scaling



3G/HD/SD-SDI Input



DVI-U Input



Dual Keying Output



3G/HD/SD-SDI Output



4K Streaming Media



HDBaseT Input



HDBaseT Output with Scaling



4K Output with Scaling



HD/SD-SDI Input



4K Input

LATEST FEATURES

Keying

Uses optional keying dual output module CM-HDMI-SC-2OUT-KEY to provide keying using two layers, background and foreground. The module uses a luminance keyer so any video information in the foreground layer that is darker than the defined luminance key level will be keyed out allowing the background layer below it to become visible. There's also a softness factor so that edges appear anti-aliased. Keying is done in real time with no visible latency.

8HD Player

Uses a 4K streaming media and playback module to deliver synchronised playback of up to 8x 1080P/30 stored files. Create and store fully synchronised video groups and deliver to up to eight outputs, for example, a single source can be split into 8 multiple files to create an 8 x 1 synchronised layout. Other layouts are possible depending upon how your displays are arranged and how your source files are created. Files are grouped for synchronised playback and multiple file groups can be added to a playlist for presentation.

Low Latency Streams

When you need to view an incoming IP stream from a live source, enable this feature to process it with the lowest possible latency input to encoder to output from CORIOmaster. Typical latency is below 300ms in this mode. The incoming stream needs to have been configured for low latency streaming. Audio is not supported in low latency mode.

EDID Manager

Manage system default EDID's and upload new EDID's as .edd files and assign these to your inputs as required. User added EDID files can be deleted if no longer needed.

Handle More Custom Resolutions

Increased storage with up to 20 custom resolutions stored in the system. Now up to 20 new custom resolutions can be uploaded, stored, and used in CORIOmaster in addition to the resolutions already supported by default.

IP Stream and Media Playback Labelling

Add customizable labels to IP streams and playback media files. Text Labels of up to 20 characters can be added and positioned in one of nine areas on screen. Font size can be adjusted, background and foreground color can be inverted, and borders can be added and customized. There are four user selectable formats for displaying the label, custom text, friendly name or file name, file title or file name or file name only.

FTP

Connect your 4K streaming media and playback module to an FTP server to enable media files to be received over the network and stored for playback. New files uploaded to the server can be synchronized to the module by using a simple API command. Files that are part of a playlist can be updated to the server by uploading them to a sync folder, synchronized with the module using the API command and played automatically by the module when next due to play in a playlist. Download speed to the module is managed so as not to overwhelm your network.

Handle Encrypted Streams

Decode IP streams that have been encrypted using the AES CBC standard using 128 or 256-bit key length.

Increased Number of Stored IP Encoders

Information from up to 40 IP encoders can now be stored and handled by the 4K streaming media and playback module, enabling twice as many decoders to be accessed than before.

SPECIFICATIONS

| Video Processing Power | |
|--|---|
| Parallel Processing Architecture | Yes |
| CORIO3 Video Processing | Yes |
| Up/Down/Cross Conversion | Yes |
| Number of Canvasses | 2 |
| Display Size Compensation | Yes, different sizes in video walls (using different sized monitors in the same wall can degrade picture quality) |
| Output Rotation | Yes for any outputs and windows |
| Projector Edge Blending | Yes |
| HDCP Key Handling | Yes |
| Computer Input | |
| Digital DVI | Up to 4 via Universal DVI (HDMI & HDCP compatible) |
| Analog | Up to 4 via Universal DVI |
| Analog Format | RGBHV, RGBS, RGsB, YPbPr |
| Analog Sync | TTL Level, 10KΩ, Pos or Neg |
| RGB Level Range | 0.5-2.0 Vp-p |
| Scan Rate Detection | Automatic |
| Analog Signals | PC to 1920x1080, HD to 1080p60 |
| DVI Signals | PC to 1920x1200, HD to 1080p60 |
| Max Horizontal Scan Rate | 150 kHz |
| Computer Outputs | |
| DVI Signals | Up to 4 via DVI-I (HDMI & HDCP compatible) |
| Analog | Up to 4 via DVI-I |
| Analog format | RGBHV, RGBS, RGsB, YPbPr |
| R-G-B Level | 0.7 Vp-p |
| DVI Signals w/EDID | PC to 1920x1200, HD to 1080p60 |
| Analog Signals | PC to 1920x1080, HD to 1080p60 |
| Vertical Refresh Rate | Any to 250Hz |
| Size and Position | User Adjustable |
| Settings Memory | Non-Volatile |
| Conversion Technology | Proprietary – CORIO®3 |
| Color | RGB/DVI/HDMI/YPbPr 24-bit 4:4:4, SDI 20-bit 4:2:2 |
| Max. Sampling Rate | 162MHz |
| Firmware Memory | Flash, Upgradeable via download |
| Video Comb Filter | Adaptive |
| Video Adjustments | Contrast, Brightness, RGB Gamma |
| HD Video Resolutions supported (HDMI, DVI, YPbPr, SDI, & HDBaseT) | |
| 720p (1280x720) | 23.98, 24, 25, 29.97, 30, 50, 59.94, 60Hz |
| 1035i (1920x1035) | 59.94, 60Hz |
| 1080i (1920x1080) | 50, 59.94, 60Hz |
| 1080p (1920x1080) | 23.98, 24, 25, 29.97, 30Hz, 50, 59.94, 60Hz |
| 4K Video Input Resolutions supported (via HDMI & HDBaseT) | |
| 3840x2160 | 23.98, 24, 25, 29.97, 30, 50, 59.94, 60Hz 8-bit |
| 4096x2160 | 50, 59.94, 60Hz 8-bit |
| 4K Video Output Resolutions supported (via HDMI) | |
| 3840x2160 | 23.98, 24, 25, 29.97, 30, 60Hz 8-bit |
| Video Inputs | |
| Television Standards | NTSC, PAL |
| Composite Video | Up to 4 via DVI |
| YC (S-Video) | Up to 4 via DVI |
| YUV /YPbPr | Up to 4 via DVI |
| SD/HD-SDI | Up to 8 via BNC |
| SD/HD/3G-SDI | Up to 4 via BNC |
| 4K/30 | Up to 4 via HDMI & HDBaseT |
| 4K/60 | Up to 2 via HDMI & HDBaseT |
| HDBaseT | Up to 4 via RJ45 |

| AV over IP | |
|---|--|
| Interface | 1 x GbE Ethernet Port |
| Video Decoding | H.264 (Main, High), MPEG4, H.265/HEVC (Main) 8-bit |
| Bit Rates | Up to 50Mbit H264, 25Mbps H265 per stream (dual stream) |
| Colour Depth | 4:2:0, 4:2:2 |
| Colour Depth | Colour Depth |
| Colour Depth | |
| Resolution Support | |
| 640x480p | 60, 72, 75, 85Hz |
| 720x480i | 59.94Hz |
| 720x480p | 59.94Hz |
| 720x576i | 50Hz |
| 720x576p | 50Hz |
| 800x600p | 56, 60, 72, 75, 85Hz |
| 1024x768p | 60, 70, 75, 85Hz |
| 1152x864p | 75Hz |
| 1280x720p | 23.98, 24, 25, 29.97, 30, 50, 59.94, 60Hz |
| 1280x768p | 59.94, 60, 75, 85Hz |
| 1280x800p | 60, 75, 85Hz |
| 1280x960p | 60, 85Hz |
| 1280x1024p | 60, 75, 85Hz |
| 1360x768p | 60Hz |
| 1400x1050p | 60, 75Hz |
| 1440x900p | 60, 75, 85Hz |
| 1600x1200p | 60Hz |
| 1680x1050p | 60Hz |
| 1920x1080i | 50, 59.94, 60Hz |
| 1920x1080p | 23.98, 24, 25, 29.97, 30, 50, 59.94, 60Hz |
| 1920x1200p | 60Hz |
| 3840x2160p | 23.98, 24, 25, 29.97, 30Hz |
| 4096x2160p | 23.98, 24, 25, 29.97, 30Hz |
| Unicast Streams | RTSP, RTMP, HTTP, MPEG-TS |
| Multicast Streams | RTSP, MPEG-TS |
| Control Interface | via CORIOgrapher |
| Media Handling | |
| External | 1 x USB 3.0 Interface |
| Supported Devices | Flash file systems FAT, FAT32, ext3, ext4, NTFS |
| Internal | High-speed storage up to 128GB |
| File transfer | Remote file transfer supported |
| Maintenance | via CORIOgrapher |
| Media/Images | |
| Interfaces | USB 3.0, Internal Storage, Network |
| Video Codecs | H.264 (CBP, Main, High), H.265/HEVC (Main) |
| Video Formats | mp4, mov, mkv, m4v, ts, mts, m2ts, mt2, mpeg2 |
| Playback Bit Rates (Streaming and Media Playback) | H264 total data handling 100Mbps, single channel up to 50Mbps @4K30 (2nd render HD). H265 total data handling 50Mbps, single channel up to 25Mbps @4K30 (2nd render HD) |
| Still Image | JPEG, PNG, BMP |
| File Playback Resolutions Supported | |
| Up to 3840x2160 @ 30fps | Up to 1 (2nd render HD) |
| Up to 3840x2160 @ 30fps | Up to 2 (Synchronized Mode) |
| Up to 1080p60 @ 60fps | Up to 2 |
| Up to 7680 x 4320 | Still Images |
| Warranty | |
| Limited Warranty | 5 year parts and labor |

SPECIFICATIONS

| Video Outputs | |
|--------------------------------|----------------------------------|
| YUV /YPbPr | Up to 4 via DVI |
| SD/HD/3G-SDI | Up to 4 via BNC |
| HDBaseT | Up to 4 via RJ45 |
| HD (720P, 1035i, 1080i, 1080P) | Up to 4 via HDMI |
| 4K | Up to 4 via HDMI |
| 3G/HD-SD/SDI | |
| SMPT259M-C | 270Mbps < 0.1UI jitter |
| (SD-SDI Video) | 525/625Line |
| SMPT292M | 1.485/1.4835Gbps < 0.2 UI jitter |
| (HD-SDI Video) | 720p, 1035i, 1080i, 1080p |
| SMPT424M | 2.97/2.967Gbps < 0.3 UI jitter |
| (3G-SDI Video) | 1080p 59.94, 60Hz |
| Control Methods | |
| RS-232 | via D9 Female Connector |
| IP Interface | RJ45 Connector for both HTTP(s) |
| Regulatory Compliance | |
| Main unit | FCC, CE, RoHS, ULc |

| Mechanical | |
|-----------------------|---|
| Size (H x W x D) | 1.73" x 8.58" x 9.69" (44 x 218 x 246mm) |
| Weight (Net) | 2.87lb to 3.75lb (1.3kg to 1.7kg) depending upon modules fitted |
| Environmental | |
| Operating Temperature | 32° to 104°F (0° to +40°C) |
| Operating Humidity | 10% to 85%, Non-condensing |
| Storage Temperature | 14° to +158° F (-10° to +70°C) |
| Storage Humidity | 10% to 85%, Non-condensing |
| MTBF | Approximately 50,000 hours |
| BTU | 205 BTU/hr |
| Power | |
| External | Input 110V-240V 50-60Hz auto-detecting. Output 12V DC 5A. |
| Connector | Locking |



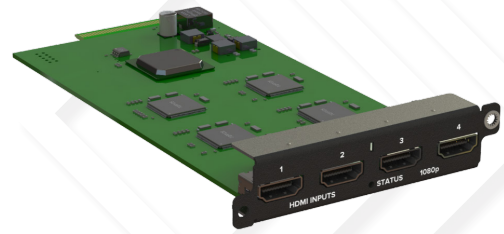
Quad HDMI Input Module

HDMI Input Module

CM-HDMI-4IN

OVERVIEW

Quad HDMI 1.4 input module supporting resolutions up to 1080p/60. Double the number of system inputs for up to 56 sources on a single 4RU CORIOmaster chassis.



KEY FEATURES

- ◆ 4x 1080P/60 Inputs
- ◆ HDMI 1.4, HDCP 1.4

Designed For

| | |
|--|---|
| CORIOmaster CM-503 micro C3-510 mini and C3-540 master | Module installs in to any of the input or I/O slots |
|--|---|

Max Installable

| | |
|----------------------------|----|
| C3-503 - CORIOmaster micro | 2 |
| C3-510 - CORIOmaster mini | 4 |
| C3-540 - CORIOmaster | 14 |

Constraints

| | |
|------|---|
| None | Can be installed with other types of modules in the same system |
|------|---|

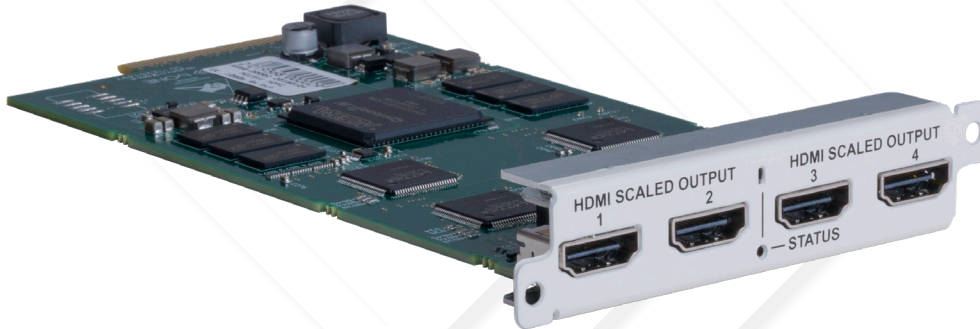
SPECIFICATIONS

| | |
|----------------------------|--|
| Resolution Support (4:4:4) | 640x480p (60, 72, 75, 85Hz), 720x487i (59.94Hz), 720x480i (59.94Hz), 720x480p (59.94Hz), 720x576i (50Hz), 720x576p (50Hz), 800x600p (56, 60, 72, 75, 85Hz), 980x980p (75Hz), 1024x768p (60, 70, 75, 85Hz), 1152x864p (70, 75Hz), 1280x720p (23.98, 24, 25, 29.97, 30, 50, 59.94, 60Hz), 1280x768p (60, 75, 85Hz), 1280x800p (60, 75, 85Hz), 1280x960p (60, 85Hz), 1280x1024p (50, 60, 75, 85Hz), 1360x768p (60Hz), 1366x768p (60Hz), 1400x900p (60Hz), 1400x1050p (50, 60, 75Hz), 1440x900p (60, 75, 85Hz), 1600x900p (60Hz), 1680x1050p (60Hz), 1920x720p (60Hz), 1920x1080i (47.96, 48, 50, 59.94, 60Hz), 1920x1080p (23.98, 24, 25, 29.97, 30, 50, 59.94, 60Hz) |
| Compatibility | HDMI 1.4, HDCP 1.4 |
| Color Space | BT.601 on standard resolutions BT.709 for 720p, 1080i, 1080p |
| Color Format Supports | RGB, YCbCr 4:4:4, 4:2:2 & 4:2:0 |
| Color Depth | 8-bit |
| Audio | |
| Supported Sampling Rate | 48KHz |
| Sample Size | 24 bits |
| Supported Channels | 1 Stereo pair on each input |

Quad HDMI scaled output module

CM-HDMI-SC-4OUT

CORIOmaster® module



OVERVIEW

The Quad HDMI scaled output module allows you to produce up to 56x 1080p outputs with your CORIOmaster C3 540, as well as increased output capacity for the C3-503 and C3-510 models. Now you can create enormous video walls, projector edge blends, and LED installations.

SPECIFICATIONS

| | | |
|------------------------------|----------------------------|---|
| Output | Video | 4x HDMI 1.4 connectors |
| Resolution support | | 720x480i59.94, 720x480p59.94, 720x576i50, 720x576p50, 1280x720p23.98, 1280x720p24, 1280x720p25, 1280x720p29.97, 1280x720p30, 1280x720p50, 1280x720p59.94, 1280x720p60, 1920x1080i50, 1920x1080i59.94, 1920x1080i60, 1920x1080p23.98, 1920x1080p24, 1920x1080p25, 1920x1080p29.97, 1920x1080p30, 1920x1080p50, 1920x1080p59.94, 1920x1080p60 |
| Compatibility | | HDMI 1.4 and HDCP 1.4 |
| Color space | | BT.601 on standard resolutions BT.709 for 720p, 1080i, and 1080p |
| Warranty | | Limited warranty: 5 years parts and labor |
| Regulatory compliance | | FCC, CE, RoHS, UL |
| Mechanical | | |
| | Size (H x W x D) | 21 x 96 x 170 mm (0.9" x 3.9" x 6.8") |
| | Weight (Net) | 160 g (5 oz) |
| | Environmental | |
| | Operating temp | 0 °C to 40 °C (32 °F to 104 °F) |
| | Operating humidity | 10% to 85% non-condensing |
| | Storage temp | -10° to +70° C (+14° to 158° F) |
| | Storage humidity | 10% to 85% non-condensing |
| | Still image | above 50,000 hours |
| | Product Item Number | |
| | CM-HDMI-SC-4OUT | Quad scaled output module for CORIOmaster |
| | Associated Products | |
| | C3-540 CORIOmaster | 4RU chassis |
| | C3-510 CORIOmaster mini | 1RU chassis |
| | C3-503 CORIOmaster micro | 1/2 1RU chassis |

Specifications subject to change without notification

BIDDING REQUIREMENTS for PURCHASING

NOTICE AND INFORMATION FOR BIDDERS

Attachment C: Scope of Work and Site Logistics

Scope of Work

Awarded Bidder will furnish and deliver the specified AV equipment to the College of Staten Island – Makerspace Lab.

Bidder will be required to schedule and coordinate delivery with the point of contact provided on the Purchase Order prior to making deliveries.

Site Logistics

The delivery address is College of Staten Island, 2800 Victory Blvd, Bldg 4N Staten Island, NY 10314.

- Deliveries shall occur during normal business hours unless otherwise directed.
- There is no loading dock at this site. There is a landing. Truck should have liftgate.
- Exterior door opens directly into construction space.
- Project is on the first floor. Delivery is a drop ship delivery and will be received by the point of contact included on the Purchase Order. Inside Delivery is not required.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

I, the undersigned, an authorized signatory of _____, (the “Firm”) hereby represent that they are knowledgeable about the Firm’s business and operations and certify to the Dormitory Authority of the State of New York (“DASNY”) under penalty of perjury that the answers provided herein are true to the best of their knowledge and belief as follows with respect to certain actions taken and to be taken in connection with the Firm’s submission of a bid and the execution of any resulting contract (the “Contract”) in response to DASNY’s notice to bidders for Project # 355740 as follows:

A. Non-Collusive Bidding Certification

1. The prices in the 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 the 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.

B. Non-Segregated Facilities

The Firm does not, nor shall not, maintain or provide for the employees of such Firm any segregated facilities at any establishments, and that the Firm does not, nor shall not, permit the employees of such Firm to perform the services of such employees at any location under the control of such Firm where segregated facilities are maintained. The Firm agrees that a breach of this certification is a violation of the nondiscrimination clauses of the Contract.

C. Non-discrimination in Employment in Northern Ireland

The Firm stipulates that it, and any individual or legal entity in which the Firm holds a ten percent (10%) or greater ownership interest, and any such entity that holds such an interest in the Firm, either:

1. Has no business operations in Northern Ireland; or
2. Shall take all lawful steps in good faith to conduct any business operations it has or in which it has such an interest in Northern Ireland in accordance with the MacBride Fair Employment Principles as set forth in Chapter 807 of the Laws of 1992 and shall permit any independent monitoring of its compliance with said Principles.

D. Federal Equal Employment Opportunity Act

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

The Firm is compliant with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended.

E. Commitment to Opportunity Programs

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 15-A, and in conformance with regulations promulgated by the Division of Minority and Women's Business Development of the NYS Department of Economic Development. A list of NYS certified M/WBEs may be obtained from the ESDC directory of certified businesses located at www.nylovesmwbe.ny.gov.

F. Commitment to Service-Disabled Veteran-Owned Business

The Firm acknowledges and agrees to be bound in accordance with NYS Executive Law Article 17-B, and in conformance with applicable regulations. A list of NYS certified SDVOB may be obtained from the NYS Office of General Services Division of Services-Disabled Veterans' Business Development located at <https://ogs.ny.gov/veterans>.

G. Transfer of Offset Credits

The Firm acknowledges notice that DASNY may assign or otherwise transfer offset credits created by the Contract to third parties located in New York State.

H. 2005 Procurement Lobbying Law

1. The Firm understands and has to date and agrees hereinafter to comply with DASNY's procedures relative to permissible contacts for this procurement as required by State Finance Law § 139-j (3) and § 139-k (6) (b);
2. No "governmental entity," as defined in State Finance Law § 139-j and § 139-k has made a finding in the last four years that the Firm was not responsible;
 - a. If yes, please note the governmental entity, the date of the finding and the basis of the finding regarding each finding of non-responsibility. Attach additional pages, if necessary.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

3. No “governmental entity” as defined in State Finance Law § 139-j and § 139-k has terminated or withheld a procurement contract with the Firm due to the intentional provision of false or incomplete information required by such laws and/or the failure to comply with the requirements of State Finance Law § 139-k(3) relating to permissible contacts.

- a. If yes, please note the governmental entity, the date of the termination or withholding of contract and the basis of termination or withholding of contract. Attach additional pages, if necessary.

I. Code of Business Ethics

The Firm acknowledges notice of and has read DASNY’s Code of Business Ethics attached as **Exhibit A** hereto and acknowledges that the Firm’s failure to comply shall justify termination of the Contract by DASNY and may result in the rejection of the Firm’s [bid/proposal] for future work with DASNY.

J. Iran Divestment

That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, that each person is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

K. Russia Divestment – EO 16

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 Executive Order remains in effect while sanctions imposed by the federal government are in effect. 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.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

That to the best of its knowledge and belief, the Firm and each person and each person signing on behalf of any other party, represents as follows:

_____ 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.

L. Certification

The Firm acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine of up to \$10,000 or imprisonment of up to five years under 18 U.S.C. Section 1001 and hereby represents that all information contained here provided to DASNY is complete, true and accurate.

By: _____

Name: _____

Title: _____

Date: _____

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

Exhibit A: Dormitory Authority of the State of New York - Code of Business Ethics

A. Ethics Programs

1. DASNY is a public-benefit corporation of the State of New York and expects the highest degree of ethical business conduct by its employees and the many contractors, consultants and vendors with whom it interacts on behalf of its clients, bondholders and the people of the State of New York. DASNY, by mandate of its Board of Directors, administers a comprehensive corporate integrity program to ensure that, as public officers, DASNY employees at all levels perform their official duties consistent with the requirements of the *New York State Public Officers Law*; other applicable laws, rules, and regulations; and policies of DASNY.
2. DASNY encourages and supports a fair, open and honest business relationship with its contractors, consultants and vendors based on quality, service and cost. Moreover, DASNY believes that a “level playing field” in the marketplace can only be achieved through adherence to ethical business practices by all participants involved in the process.
3. To promote a working relationship with DASNY based on ethical business practices, contractors, consultants and vendors are expected to:
 - a. furnish all goods, materials and services to DASNY as contractually required and specified;
 - b. submit complete and accurate reports to DASNY and its representatives as required;
 - c. not seek, solicit, demand or accept any information, verbal or written, from DASNY or its representatives that provides an unfair advantage over a competitor;
 - d. not engage in any activity or course of conduct that restricts open and fair competition on Authority-related projects and transactions;
 - e. not engage in any course of conduct with DASNY employees or representatives that constitutes a conflict of interest or creates the appearance of a conflict of interest;
 - f. not offer any unlawful gifts or gratuities to DASNY employees or representatives, or engage in bribery or other criminal activity; and
 - g. report to DASNY any activity by an DASNY employee or contractor, consultant or vendor of DASNY that is inconsistent with DASNY’s *Code of Business Ethics*.
4. DASNY encourages its contractors, consultants and vendors to advance and support ethical business conduct and practices among their respective directors, officers and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct. In addition to considering technical competence and financial stability, DASNY will consider the *corporate integrity* of all contractors, consultants and vendors prior to the awarding of contracts or issuing of purchase orders.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

B. Conduct of DASNY Employees

DASNY employees are expected to conduct business with contractors, consultants and vendors in a fair, consistent and professional manner. DASNY's Code of Business Ethics and Employee Conduct entitled *Serving Responsibly*, and other DASNY policies and procedures, guide the manner in which DASNY employees are required to interact with contractors, consultants and vendors. Additionally, the New York State Public Officers Law sets forth legal parameters within which DASNY employees must perform their official duties with respect to, among other things, conflicts of interest and the acceptance of gifts.

Limits on Gifts to DASNY Employees

1. Pursuant to Section 73(5) of the Public Officers Law, no person shall offer any gift having more than a nominal value to an DASNY employee under circumstances in which it:
 - a. could be reasonably inferred the gift was intended to influence the employee in the performance of his or her official duties;; or
 - b. could reasonably be expected to influence the employee in the performance of his or her official duties;; or
 - c. was intended as a reward for any official action on the part of the employee.
2. A gift is anything more than nominal in value, in any form, given to an DASNY employee. Gifts include, but are not limited to, money, service, loan, travel, lodging, meals, refreshments, entertainment, discount, forbearance or promise. Any firm or its agents, either doing business or seeking to do business with DASNY (contractors, consultants, vendors, etc.), is prohibited from directly or indirectly offering or giving any gifts, even gifts of nominal value, to DASNY employees as such gifts are deemed to be *per se* improper.
3. As is stated in the *Prohibited Interests* section of the Construction and Consultant Contract documents, violations of these gift provisions may be grounds for immediate contract termination and/or referral for civil action or criminal prosecution.

C. Employing Relatives of DASNY Employees

Although contractors, consultants and vendors may employ relatives of DASNY employees, DASNY must be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. DASNY reserves the right to request that contractors, consultants and vendors modify the work assignment of an DASNY employee's relative where a conflict of interest, or the appearance thereof, is deemed to exist. Please be advised that DASNY employees are required to disclose information regarding the hiring of relatives by contractors, consultants and vendors and recuse themselves from matters that may present a conflict of interest. For purposes of this document, the term "relatives" refers to spouses, domestic partners, parents, children, sisters, brothers, sisters-in-law, brothers-in-law, parents-in-law, sons/daughters-in-law, stepparents, stepchildren, aunts, uncles, nieces, nephews, first cousins, grandparents by blood relationship or by marriage, or persons residing in the same household.

DORMITORY AUTHORITY OF THE STATE OF NEW YORK
OMNIBUS PROCUREMENT
CERTIFICATION

Hiring Former DASNY Employees

Contractors, consultants and vendors may hire former DASNY employees. However, as a general rule, former employees of DASNY may neither appear nor practice before DASNY, nor receive compensation for services rendered on a matter before DASNY, for a period of *two years* following their separation from DASNY service. In addition, former DASNY employees are subject to a “*lifetime bar*” from appearing before DASNY or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with DASNY. Violations will be referred to the New York State Commission on Public Integrity for appropriate action.

VENDOR RESPONSIBILITY QUESTIONNAIRE

All bidders must complete the Vendor Responsibility Questionnaire in the New York State VendRep System. Information concerning the system is contained in the paragraph that follows.

To enroll in and use the New York State VendRep System, see the Instructions available at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <http://onlineservices.osc.state.ny.us/> . Vendors must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor ID Number, or for help with the online questionnaire, contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDESK@osc.ny.us.

The Certification page must be submitted to DASNY with bid submittals upon notification of intent to award.



Contractor Certification

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

ST-220-TD

(5/07)

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) | | | |
| 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 | | Estimated contract value over the full term of contract (but not including renewals) \$ |
| Covered agency address | | Covered agency telephone number | |

General information

Section 5-a of the Tax Law, 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 a Form ST-220-CA, 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 section 5-a of the Tax Law, see Publication 223, *Questions and Answers Concerning Tax Law Section 5-a*, (as amended, effective April 26, 2006), available at www.nystax.gov. Information is also available by calling the Tax Department's Contractor Information Center at 1 800 698-2931.

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**

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 Director of Records Management and Data Entry, NYS Tax Department, W A Harriman Campus, Albany NY 12227.

Need help?



Internet access: www.nystax.gov
(for information, forms, and publications)



Fax-on-demand forms: 1 800 748-3676



Telephone assistance is available from 8:00 A.M. to 5:00 P.M. (eastern time), Monday through Friday.

To order forms and publications: 1 800 462-8100

Sales Tax Information Center: 1 800 698-2909

From areas outside the U.S. and outside Canada: (518) 485-6800

Hearing and speech impaired (telecommunications device for the deaf (TDD) callers only): 1 800 634-2110



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, please call 1 800 972-1233.

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 sections 1134 and 1253 of the Tax Law, 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 sections 1134 and 1253 of the Tax Law. 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 sections 1134 and 1253 of the Tax Law. 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 resides 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. _____

**GENERAL CONDITIONS
FOR PURCHASING
(DOCK DELIVERY)**

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ARTICLE 1 -- DEFINITIONS

Section 1.01 - Definitions

The following terms as used in the Purchase Order Documents shall be defined as follows:

Addendum or Addenda – Additional provisions of the Purchase Order Documents issued in writing prior to the receipt of bids or quotes.

Bid – An offer submitted in response to an Information for Bidders to furnish a described Commodity at a stated price in accordance with the Purchase Order Documents.

Bidder – Any person, partnership, firm, corporation or other authorized entity submitting a Bid or Quote to the Owner.

Change Order – Written notice, issued in the form of a Purchase Order followed by the sequential change number to the Purchase Order, to the Vendor, executed by the Owner, changing the Purchase Order Documents in accordance with these Purchasing General Conditions. A Change Order includes any form of an amendment to a Purchase Order, including a deduct Purchase Order, scope change or other modification to a Purchase Order.

Client - The entity for whom the Owner is performing services, including subsidiaries, agents, related corporations, or fiduciaries of the entity.

Contract – the agreement between the Owner and Vendor consisting of the Purchase Order Documents.

Commodity – Materials, supplies and/or equipment.

Dormitory Authority - Dormitory Authority of the State of New York, a public benefit corporation established by the laws of the State of New York with its principal office located at 515 Broadway, Albany, New York, 12207-2964.

False Claim – Any claim which is, either in whole or part, false or fraudulent.

False Representation – This action takes place when a person knowingly misrepresents a fact concerning the Commodities or has knowledge of the value of the work and materials supplied, performed, or proposed (the “Information”) constituting the Change Order or invoice and either:

- A. acts in deliberate ignorance of the truth or falsity of the Information or
- B. acts in reckless disregard of the truth or falsity of the Information.

Furnish - To supply and deliver to the Site.

Hazardous Material – any substance (gas, liquid, or solid) or agent (biological, chemical, radiological, physical, or having two or more of the preceding characteristics) which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors, including but not limited to heavy metals, volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), pesticides, herbicides, dioxins, biological wastes, carcinogens, asbestos or any substance containing asbestos, polychlorinated biphenyls, lead, urea formaldehyde, explosives, radionuclides,

radioactive materials, chemicals known or suspected to cause cancer or reproductive toxicity, pollutants, effluents, contaminants, emissions, infectious wastes, any petroleum or petroleum-derived waste or product or related materials, and any item defined as a hazardous, special, or toxic material, substance, or waste under any Hazardous Material Law, including, but not limited to, the NYS Environmental Conservation Law and Title 6 of the New York Code of Rules and Regulations.

Hazardous Material Laws – collectively, any present federal, state or local law, including all valid amendments, relating to public health, safety, or the environment, including without limitation, the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. §6901 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”), 42 U.S.C. §9601 et seq., as amended by the Superfund Amendments and Reauthorization Act of 1986 (“SARA”); the Clean Air Act, 42 U.S.C. §7401 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Clean Water Act, 33 U.S.C. §1215 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §11001 et seq.; the Occupational Safety and Health Act of 1970, 29 U.S.C. §651 et seq.; the Atomic Energy Act, 42 U.S.C. §2201 et seq.; the NYS Environmental Conservation Law; the NYS Labor Law; the NYS Public Health Law; and the amendments, regulations, orders, decrees, permits, licenses or deed restrictions now or hereafter enacted or promulgated under any such statute.

NYS – New York State

Owner - Dormitory Authority of the State of New York.

Owner's Representative - A natural person, partnership, limited liability company, corporation, or other legal entity so designated by the Owner to act on behalf of the Owner. See Purchasing General Conditions Section 2.03 for limitations and further provisions on the Owner’s Representative.

Project - The work at or near the Site(s).

Purchase Order - The official form used by the Dormitory Authority when placing an Order for Work.

Purchase Order Documents - The Notice and Information for Bidders, Bid Breakdown and Schedule, Purchase Order(s), Purchasing General Conditions, General Requirements, Site Logistics Information, Detailed Product Specifications, Addenda, Change Orders and all provisions of law deemed to be included in the Purchase Order Documents.

Quote - An offer to furnish a described Commodity at a stated price in accordance with the Purchase Order Documents.

Resume Work Order or Directive – Written notice, signed by the Owner, to the Vendor, to recommence or continue Work of the Purchase Order Documents.

Site - the location where the Commodities are to be delivered by the Vendor.

Site Logistics Information – Information provided by Owner to Vendor that sets forth logistics details which the Vendor must review and incorporate into planning and making a delivery of Commodities to the Site.

Stop or Suspend Work Order or Directive- Written notice, signed by the Owner, to the Vendor, to cease or hold Work of the Purchase Order Documents.

Subcontractor - A natural person, partnership, limited liability company, corporation, or other legal entity

with whom the Vendor enters a subcontract to perform at least a portion of the Work.

Vendor - A natural person, partnership, limited liability company, corporation, or other legal entity with whom the Owner enters into the Purchase Order to perform the Work.

Work - All obligations explicitly and implicitly imposed upon the Vendor by the Purchase Order Documents.

ARTICLE 2 -- PURCHASE ORDER DOCUMENTS

Section 2.01 - Captions

The table of contents, titles, captions, headings, running headlines, and marginal notes contained herein and in the Purchase Order Documents are solely to facilitate reference to various provisions of the Purchase Order Documents and in no way affect the interpretation of the provisions to which they refer.

Section 2.02 - Electronic Data Transfer

- A. Electronic data includes, but is not limited to, all digital versions of any Purchase Order Document, all digital files produced by mechanical, facsimile, electronic, magnetic, digital or other programs, programming notes or instructions, activity listings of electronic mail receipts or transmittals, output resulting from the use of any software program, including but not limited to, word processing documents, spreadsheets, database files, charts, graphs, drawings, specifications, outlines, electronic mail, personal digital assistant messages, instant messenger messages, PDF files, PRF files, batch files, ASCII files, DWG files and any other type of files now or hereafter allowed by Owner.
- B. The Owner reserves the right to implement an electronic payment program for payments due the Vendor. Prior to implementation, the Owner, in writing, shall notify the Vendor one hundred twenty (120) calendar days prior to the effective date of the electronic payment program. Commencing on or after the electronic payment effective date, all payments, due the Vendor, shall only be rendered electronically, unless payment by paper check is authorized in writing by the Owner. Commencing on or after the electronic payment effective date, the Vendor, further acknowledges and agrees that the Owner may withhold payments, if the Vendor has not complied with the Owner's policies and procedures relating to the electronic payment program in effect at such time, unless payment by paper check is authorized in writing by the Owner.
- C. Electronic data produced in connection with the Purchase Order Documents is proprietary information of the Owner and to be treated as confidential and not to be disclosed to or shared with others outside the limits of the Purchase Order Documents without the express written consent of the Owner. The Owner makes no warranty, express or implied, as to the accuracy of the information transferred.
- D. The Vendor shall pay, on behalf of the Owner, any loss which the Owner becomes legally liable to pay as a result of a claim by any person or entity against the Vendor or Owner, which results directly from an act, error, or omission of the Vendor in the provision of electronic data in respect to the Purchase Order Documents.

Section 2.03 - Owner

- A. The Purchase Order Documents constitute the entire agreement and understanding between the Vendor and the Owner with respect to the Project and supersedes all prior agreements, arrangements and understandings, and all trade custom and trade usage, and the construction of any provision of the Purchase Order Documents shall not be affected by the wording of any other agreement, whether

between the Vendor and the Owner or involving other parties. The Purchase Order Documents may not be amended, modified, supplemented, or changed in any way except in accordance with Purchasing General Conditions Article 8 – Changes in the Work or a Contract Amendment. The legal relationship between the Owner and the Vendor shall be governed solely by the Purchase Order Documents and no rights shall arise on any other basis, including but not limited to, oral agreement, partial performance, estoppel, conduct of the parties, course of conduct or any other course of dealing involving the Project or any other project. The meaning and intent of the Purchase Order Documents shall be interpreted solely by the Owner.

- B. The Owner shall give all orders and directions contemplated under the Purchase Order Documents relative to the execution of the Work. The Owner shall determine the amount, quality, and acceptability of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided herein.
- C. The Owner may, at its sole and exclusive discretion, waive certain provisions of the Purchase Order Documents. Such waiver shall only be done by written instrument signed by a duly authorized officer of the Owner, and any such waiver shall apply solely in accordance with its terms and shall not act as a waiver of any provision of the Purchase Order Documents, or estoppel against the enforcement thereof, in connection with any subsequent or separate event involving the Project or other projects.
- D. Any differences or conflicts concerning performance which may arise between the Vendor and Other Vendors performing work for the Owner shall be analyzed and resolved by the Owner as warranted by the circumstances. The Owner's exercise of discretion in this regard shall be sole and exclusive and its decision concerning such differences and conflicts shall be final and binding.
- E. The Owner may act through an Owner's Representative designated as such in writing by the Owner. Unless otherwise designated by the Owner, the Owner's Representative is the Owner's employee identified in the Purchase Order. The Owner may change the Owner's Representative and the scope of her, his or its duties by written notice to the Vendor.

Section 2.04 - Notice and Service Thereof

- A. Any notice to the Vendor from the Owner relative to any part of the Contract shall be in writing and service considered complete when said notice is sent or delivered in person to the Vendor or its authorized representative, at the street address, postal address or email address given by the Vendor in the Bid or Quote. The Vendor may change any of these addresses by written notice to the Owner's Procurement Unit, 515 Broadway, Albany, New York 12207 - 2964; such change shall not be effective until Vendor receives from the Owner's Procurement Unit a written acknowledgement that the change has been received.
- B. Any notice from the Vendor to the Owner required by any part of the Contract shall be in writing and shall be sent or delivered to the Owner's Representative at the street address, postal address or email address for the Owner's Representative given in the Notice and Information for Bidders. The Owner may change the Owner's Representative or any of these addresses by written notice to the Vendor. If any part of the Contract shall require the Vendor to provide notice to any other employee or unit of the Owner, the notice to such employee or unit is in addition to, and does not replace, the notice to the Owner's Representative. Notice to the Owner may be delivered by certified mail, overnight delivery by a nationally recognized courier or, if an email address is provided, email. The Owner's Representative will endeavor to provide a written acknowledgment of receipt of the notice but any failure to provide such written acknowledgment shall not be a breach of the Contract, shall not in any way alter the Vendor's obligation to provide timely notice and shall not in any way alter any of the other obligations of the Vendor under the Contract.

- C. For all notices from the Vendor to the Owner required by any part of the Contract, the Vendor shall have the burden of proving the Owner's receipt of the notice.

Section 2.05 - Nomenclature

Materials, equipment, or other Work not defined or specified in the Purchase Order Documents but described in words that have a generally accepted technical or trade meaning shall be interpreted as having said meaning in connection with the Purchase Order Documents.

Section 2.06 - Invalid Provisions

If any term or provision of the Purchase Order Documents or the application thereof to any natural person, partnership, limited liability company, corporation or other legal entity or circumstance shall, to any extent, be determined to be invalid or unenforceable, the remainder of the Purchase Order Documents, or the application of such terms or provisions to natural persons, partnerships, limited liability companies, corporations or other legal entities or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each term or provision of the Purchase Order Documents shall be valid and be enforced to the fullest extent permitted by law. It is the intent of the Owner and the Vendor that all provisions of the Purchase Order Documents shall be construed to be valid under applicable law and shall be enforced to the maximum extent possible.

Section 2.07 – Interpretation of Purchase Order Documents

- A. Should any provision in the Purchase Order Documents be in conflict or inconsistent with these Purchasing General Conditions or supplements thereto, these Purchasing General Conditions or supplements thereto shall govern.
- B. Should a conflict occur in or between or among any parts of the Purchase Order Documents that are entitled to equal preference, the better quality or greater quantity of material or more onerous provision in the Owner's judgment shall govern, regardless of cost, unless the Owner directs otherwise in writing. In each conflict, the Owner, in its sole and exclusive discretion, shall determine whether the quality, quantity or onerous provision method will be used to resolve the conflict.
- C. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words importing the singular number shall include the plural number and vice versa.

ARTICLE 3 -- SAMPLES

Section 3.01 - Samples Requirements

- A. Owner reserves the right to request a representative sample of a Commodity at any time. The sample shall be furnished within a reasonable period of time as specified by the Owner.
- B. If the sample, in the judgment of the Owner, is not in accordance with the requirements of the Specifications and Notice and Information for Bidders, the Owner may in its sole discretion permit a period of time for a reworking of the sample or reject the Bid or Quote.
- C. When samples are required, failure to submit them in accordance with instructions may be sufficient cause for rejecting a Bid or Quote.

- D. When an accepted sample exceeds the minimum Specifications, all Commodities delivered will be of same quality and identity as the sample.
- E. Samples must be submitted free of charge and be identified with the firm's name, address and the Bid or Quote number.
- F. All samples are subject to tests in the manner and place designated by the Owner. Samples consumed or made useless by testing will not be returned to the Bidder.
- G. Where testing has not impaired the sample, the unsuccessful Bidders shall, at no charge to Owner, remove said sample within fourteen (14) days from date of notification. Failure to remove samples within the designated period shall constitute abandonment of the sample and its disposition shall be at the discretion of Owner.
- H. Owner may hold samples during the entire term of the Purchase Order for comparison with deliveries.
- I. The Notice and Information for Bidders may indicate that the Commodity to be purchased must be equal to a sample on display in a designated place. Failure on the part of the Bidder to examine such sample shall NOT entitle such Bidder to any relief from the conditions imposed in the Notice and Information for Bidders, Specifications and other Purchase Order Documents.

ARTICLE 4 -- DELIVERY

Section 4.01 - Delivery Requirements

- A. Delivery must be made as ordered and in accordance with the Purchase Order Documents. The Vendor shall deliver the Commodities to the Site on the delivery date set forth on the Purchase Order. In the event that the Purchase Order does not contain a delivery date, the Vendor is obligated to promptly contact the Owner to obtain a delivery date. The decision of Owner as to reasonable compliance with delivery terms shall be final.
- B. Time is of the essence with respect to all deliveries. Vendor acknowledges that late deliveries will negatively affect the Project schedule and that Vendor may be liable for any such disruptions to the Project schedule caused by the Vendor's late delivery, including consequential damages. Vendor agrees that late delivery by the Vendor constitutes a breach of contract.
- C. Delivery dates are approximate. Unless otherwise directed by the Purchase Order, Vendors are required prior to initiation of production to verify delivery schedules with Owner. Should a schedule change be necessary at that time the Vendor will be given a new schedule not to exceed six (6) months beyond the original delivery date, as shown on the Purchase Order and Owner shall incur no additional charges.
- D. Owner will not schedule any deliveries for Saturdays, Sundays or legal holidays, unless mutually agreed to by the Vendor and Owner.
- E. In conjunction with the Site Logistics Information, if any, the Vendor is responsible for the means and methods of furnishing and unloading the Commodities. Commodities shall be securely and properly packed for shipment, storage and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling or sacks. The container

shall remain the property of Owner unless otherwise specified in the Purchase Order Documents.

- F. Point of Destination: All deliveries shall be unloaded at the Site pursuant to the Purchase Order Documents.
- G. Commodities purchased at a price f.o.b. shipping point plus transportation charge are understood to be purchased on an f.o.b. point of destination basis. Title shall not pass until Commodities have been delivered to the Site and received by the Owner or Owner's Representative.
- H. Deliveries shall be accompanied by packing lists that conform to itemized listings provided on the Purchase Order.
- I. When Commodities are rejected, they must be removed by the Vendor from the premises within five days of notification. Rejected items left longer than five days will be regarded as abandoned and Owner shall have the right to dispose of them as its own property.
- J. Upon failure of the Vendor to deliver Commodities or services within the time specified or failure to make prompt replacement of rejected Commodities when so requested, Owner may arrange for those Commodities or services to be provided by other sources. On all such procurements the Vendor agrees to reimburse Owner promptly for costs in excess of the Purchase Order cost. Should the cost be less than the Purchase Order price, the Vendor shall have no claim to the difference. Owner may deduct such purchases from Purchase Order quantity.
- K. Cooperation: Vendor will cooperate and coordinate with other Vendors and trades present at the Site or on the Project in delivering the Commodities to the Site.

ARTICLE 5 -- VENDOR

Section 5.01 - Representations of Vendor

The Vendor represents and warrants:

- A. That it is financially solvent and is experienced in and competent to perform the Work, and has the staff, workers, equipment, subcontractors, and suppliers to complete the Work within the time specified for the Purchase Order amount.
- B. That it is familiar with all federal, state, and local laws, codes, ordinances, orders, rules, and regulations which may affect the Work, the Vendor, or the Project.
- C. That it has carefully examined the Purchase Order Documents and the Site Logistics Information, if any, and is satisfied as to the nature and dimensions of all rights of way likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, the general and local conditions, and all other materials or items which may affect the Work. If said dimensions or conditions are found to conflict with the Site Logistics Information or other Purchase Order Documents, the Vendor immediately shall refer said conflict to Owner's Representative. The Vendor shall comply with any revised Purchase Order Documents.
- D. That it is satisfied that the Work can be performed and completed as required in the Purchase Order Documents, and warrants that it has not been influenced by any oral statement or promise of the Owner.
- E. That to the best of Vendor's knowledge, there are no pending or threatened suits, proceedings, judgments, rulings, or orders by or before any court or any governmental agency or arbitrator that could

reasonably be expected to affect materially and adversely:

1. the financial condition or operations of the Vendor;
 2. the ability of the Vendor to perform its obligations hereunder; or
 3. the legality, validity, or enforceability of this agreement.
- F. That Vendor is a duly organized and validly existing entity of the type described in the recital clauses of the agreement and is in good standing under the laws of the jurisdiction of its formation; it has the legal right, power, and authority and is qualified to conduct its business and to execute and deliver this agreement and perform its obligations under this agreement; and all regulatory authorizations have been obtained and will be maintained, as necessary, for it to perform legally its obligations under this agreement.
- G. That executing and performing this agreement are within Vendor's powers; that executing and performing this agreement has been duly authorized by all necessary action on the Vendor's part; and that such actions do not and will not violate any provision of law or any rule, regulation, order, writ, judgment, decree, or other determination presently in effect applicable to Vendor or its governing documents.
- H. That Vendor is in good standing with any union with craft labor on the Site.
- I. That Vendor has had the opportunity to consult with or has consulted with legal counsel of its choice before entering into the Contract.

Section 5.02 - Errors or Discrepancies

The Vendor shall examine the Purchase Order Documents thoroughly before commencing the Work and report any errors or discrepancies to the Owner, in writing, within ten (10) calendar days of discovery. The Owner shall not be responsible for costs, damages or delays due to the Vendor's failure to comply with the requirements of this Purchasing General Conditions Section 5.02.

Section 5.03 - Acceptance or Rejection of Purchase Order

A Purchase Order will be deemed accepted by Vendor unless rejected by Vendor in writing, specifying the reasons for rejection, within ten (10) calendar days after receipt of such Purchase Order. Each Purchase Order shall be deemed to be an offer by Owner to purchase the Commodities pursuant to the terms of the Purchase Order Documents and, when accepted by Vendor as provided above, shall give rise to an agreement under the terms set forth herein to the exclusion of any additional or contrary terms set forth in the Purchase Order, unless such additional or contrary terms are mutually agreed to in writing by the parties.

Section 5.04 - Comparable Products ("Or Equal" Clause)

The Vendor may only avail itself of comparable products ("or equal") where such comparable product was properly indicated in the Notice and Information for Bidders or Bid Breakdown and Schedule and the Detailed Specifications and accepted by Owner, or where Owner approves the use of a comparable product ("or equal") in writing by the Owner's Representative. A determination that a commodity or product is a comparable product ("or equal") will be determined by Owner in its sole and absolute discretion and any such determination will be final.

Section 5.05 - Coordination

To the extent required by Owner, Vendor shall communicate and coordinate with Owner in connection with the production and furnishing of Commodities.

Section 5.06 - Meetings

The Vendor shall attend meetings when directed to attend by the Owner. The Owner, in its sole and exclusive discretion, shall determine the time, date, location, and purpose of the meeting. The purpose of a meeting includes, but is not limited to, progress of the Work, Change Orders, Site Logistics, coordination, inspections, testing, safety reviews, or anything which the Owner determines is useful for administration or performance of the Work or the Project.

Section 5.07 - Vendor's and Subcontractors' Insurance

Prior to award of the Contract, the Vendor shall procure, at its sole cost and expense, and shall maintain in force at all times required by this Contract all of the insurance required under this Contract. Each Subcontractor shall procure, at its sole cost and expense prior to such Subcontractor commencing performance of any of the Work, and each Subcontractor shall maintain in force at all times required by this Contract all of the insurance required under this Contract. The insurance that the Vendor and each Subcontractor shall procure and maintain under this Contract includes, but is not limited to, the following:

1. Workers' Compensation (including occupational disease) and Employer's Liability insurance. Full New York State Workers' Compensation and Employer's Liability coverage shall be provided and evidenced by one of the following certificates (Acord certificates are not acceptable):
 - a. C-105.2 (September '15, or most current version) - Certificate of NYS Workers' Compensation Insurance Coverage. The insurance carrier shall provide a completed form as evidence of in-force coverage.
 - b. U-26.3 – (or any replacement) NYS Insurance Fund Certificate of Workers' Compensation Coverage. The NYS Insurance Fund shall provide a completed form as evidence of in-force coverage.
 - c. GSI-105.2(2/02 or most current version) - Certificate of Participation in Workers' Compensation Group Board-approved self-insurance. The NYS Workers' Compensation Board's Self Insurance Office or the Contractor's Group Self Insurance Administrator shall provide a completed form.
 - d. SI-12 (5/09 or most current version) Affidavit Certifying That Compensation Has Been Secured. The NYS Workers' Compensation Board's Self Insurance Office or the Contractor's Self Insurance Administrator shall provide a completed form.
2. Disability Benefits insurance. Full New York State Disability Benefits coverage for the benefit of such employees as are required to be covered by the New York State Disability Benefits Law shall be provided and evidenced by one of the following certificates:
 - a. DB-120.1 (September 15, or most current version) - Certificate Of Insurance Coverage Under the NYS Disability Benefits Law.
 - b. DB-155 (9/16) – Compliance with Disability Benefits Law. The NYS Workers' Compensation Board's Self Insurance Office shall provide a completed form.
 - c. CE 200 Certificate of Attestation of Exemption. (Note: this form will only be accepted as evidence of an exemption from providing Disability Benefits insurance as required by law. The Dormitory Authority of the State of New York will not accept this as an exemption from providing Worker's Compensation Insurance.) The Certificate may be obtained from the NYS Workers Compensation

Board's website at <http://www.wcb.state.ny.us>. The CE 200 cannot be used for multiple projects; therefore, a new form shall have to be completed prior to award of any subsequent contract.

3. With respect to each delivery, Owner shall require each Vendor to maintain or cause to be maintained until final acceptance of the Vendor's Work, insurance with insurance companies of such type, against such risks and in such amounts as are customarily carried by Vendors located in the New York State, engaged in similar work, which insurance shall include property damage, fire and extended coverage, builder's risk, public liability and property damage liability insurance in amounts estimated to indemnify the reasonably anticipated damage, loss or liability, subject to reasonable deductible provisions.
4. Upon request, the Vendor shall promptly produce evidence satisfactory to the Owner that the Vendor and/or Subcontractor(s) possess the required insurances. The terms of this Section 5.07 are material terms of the Contract.

ARTICLE 6 – SUBCONTRACTS

Section 6.01 - Subcontracting

- A. Unless Owner directs otherwise, the Vendor may utilize the services of Subcontractors which it properly identified in its Bid Breakdown and Schedule. Utilizing a Subcontractor, without proper identification in the Bid Breakdown and Schedule or prior written approval by the Owner, may be cause for Contract termination.
- B. If any Subcontractor transports the Commodities to the Site or is otherwise physically present at the Site or the Project, the Vendor shall be responsible for requiring each Subcontractor, to extent of the Work to be performed by such Subcontractor, to be bound to the Vendor by all the terms, conditions, and requirements of the Purchase Order Documents, and to assume towards the Vendor all the obligations and responsibilities which the Vendor, by the Purchase Order Documents, assumes toward the Owner. The Vendor shall cause each Subcontractor to receive and review the provisions of the Purchase Order Documents applicable to the Subcontractor. Upon request of the Owner, the Vendor shall provide written proof satisfactory to the Owner that each Subcontractor has received and reviewed the provisions of the Purchase Order Documents applicable to such Subcontractor.
- C. If any Subcontractor transports the Commodities to the Site or is otherwise physically present at the Site or the Project, Vendor shall ensure that each Subcontractor's duties to procure insurance for, and to defend, indemnify and hold harmless the Owner and Client, are, to the fullest extent permitted by law, at least the same as the Vendor's duties to procure insurance for, and to defend, indemnify and hold harmless the Owner and Client.
- D. In selecting a Subcontractor, the Vendor shall consider whether the proposed Subcontractor appears on any list of entities debarred or suspended from doing business with a government entity, including the current list of companies or individuals that have been declared ineligible to receive Federal contracts published by the System for Award Management. The Vendor shall not Subcontract with any entity on the List of Employers Ineligible To Bid On Or Be Awarded Any Public Contract, published by the NYS Department of Labor Bureau of Public Work. The Vendor shall not Subcontract with any entity on the debarment list published by the NYS Workers' Compensation Board pursuant to Section 141-b of the NYS Workers' Compensation Law. The Vendor shall not Subcontract with any entity on the list of Non-Responsible Entities maintained by the NYS Office of General Services pursuant to Executive Order No. 192. In selecting a Subcontractor, the Vendor shall also consider whether the proposed Subcontractor has legal authority to do business in New York State and possesses the integrity, experience, qualifications, and organizational and financial capacity to perform the Work.

ARTICLE 7 – MATERIALS AND LABOR

Section 7.01 - Hazardous Materials Requirements

- A. The Vendor and each Subcontractor shall comply with all applicable Hazardous Material Laws. The Vendor shall provide the Owner the Safety Data Sheets for any Hazardous Materials or hazardous substances brought on the Site by the Vendor or a Subcontractor at least fifteen (15) calendar days prior to the delivery of such materials to the Site. Vendor shall identify to Owner at least fifteen (15) calendar days in advance the quantities of all “Chemicals of Interest” listed under the Chemical Facility Anti-Terrorism Standards of the Homeland Security Appropriations Act of 2007 that will be brought onto the Site.
- B. Vendor shall provide the necessary information and training to its employees on each Hazardous Material and hazardous substance to which they may be exposed on the Site and shall cause each of its Subcontractors to provide the necessary information and training to the Subcontractors employees on each Hazardous Material and hazardous substance to which they may be exposed on the Site. Upon request of the Owner, Vendor shall provide the Owner with proof, satisfactory to the Owner, that Vendor’s employees and all Subcontractors’ employees have received the necessary information and training.
- C. Any Hazardous Materials and hazardous substances brought to or stored on or at the Site shall require specific, prior written authorization from Owner and, as a condition to such authorization, Vendor shall provide Owner with the Material Safety Data Sheet covering any Hazardous Material or hazardous substance furnished under or otherwise associated with the Work (including the construction equipment). Vendor shall maintain on the Site, at all times, complete records, and inventories, including Safety Data Sheets, of Hazardous Materials and hazardous substances described in this Purchasing General Conditions Section 5.01 that are being used by it or its Subcontractors, or any persons for whose actions on the Site Vendor is responsible.

Section 7.02 - Quality, Quantity and Labeling

- A. The Vendor shall Furnish Commodities of the quality and quantity specified in the Purchase Order Documents. Any excess materials purchased per the Purchase Order are the property of the Owner.
- B. When materials are specified to conform to any standard, the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards.
- C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Purchase Order Documents.

Section 7.03 - Tax Exemption

- A. The Owner is exempt from payment of federal, state, and local taxes; sales and compensating use taxes of the State of New York and of cities and counties on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exception does not apply to tools, machinery, equipment or other property leased by or to the Vendor or a Subcontractors, or to supplies and materials which, even though they are consumed, are not incorporated in to the completed Work, and the Vendor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials.

- B. The Vendor and Subcontractors shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule, or regulation.

ARTICLE 8 -- CHANGES IN THE WORK

Section 8.01 - Changes

- A. Without invalidating the Purchase Order, the Owner, in writing, may order changes in the Work by altering, adding to, or deducting from the Work of the Purchase Order.
 - 1. No change in the Work is effective unless the Owner executes and delivers a Change Order to the Vendor. No payment for a change in the Work is due the Vendor unless and until a Change Order is executed and delivered by the Owner to the Vendor and the Vendor has performed the change in the Work. No alteration to the standard language of the Owner's Change Order form shall be accepted. If the Vendor requests an adjustment to the delivery date for a change in the Work and the Owner agrees, an increase or decrease to the delivery date, in calendar days, shall be included in the Purchase Order.
 - 2. Vendor's failure to proceed immediately and diligently with any Change Order executed and delivered by the Owner to the Vendor, unless the Owner in writing directs otherwise, shall be a material breach of the Contract.
 - 3. No Change Order is executed by the Owner unless and until the Change Order is, reviewed and accepted by the Owner, and properly executed by an authorized representative of the Owner with appropriate approval authority in accordance with the Owner's internal procedures.
- B. Increase or Decrease in Commodity Quantity: The Owner may increase or decrease the quantity of Commodities set forth in a Purchase Order by Change Order. The amount to be paid to a Vendor for proper performance of a Purchase Order may be increased or decreased only by a Change Order and the amount of the adjustment is determined by the unit pricing set forth in the Bid or Quote or, where the Owner and Vendor agree, by mutual agreement of the Owner and Vendor.
- C. Reimbursement: If a decrease in Purchase Order quantity causes the Vendor to incur costs in connection with the decrease, including restocking or administrative costs, the Owner shall reimburse the Vendor for such costs upon presentation by Vendor to Owner of reasonable proof that such costs were actually incurred. The Owner has sole and exclusive discretion in determining if the Vendor has presented reasonable proof that such costs were actually incurred by the Vendor.

ARTICLE 9 -- PAYMENT

Section 9.01 - Provision for Payment

- A. Subject to the provisions of these Purchasing General Conditions including but not to Article 12, Owner shall make payment to the Vendor within thirty (30) days of delivery and receipt of the Vendor's invoice. All invoices submitted by the Vendor shall only be in the form and manner approved by the Owner and shall reference the Purchase Order Number and match the line items in the Purchase Order.
- B. Any partial payment made shall not be construed as a waiver of the right of the Owner to require the fulfillment of all the terms of the Purchase Order Documents. No payment, either partial or full, by the Owner to the Vendor shall waive or excuse any failure by the Vendor to comply fully with the Purchase Order Documents. No payment will be made for Work not performed.

- C. Where necessary, the Owner will provide an agreement for materials stored off-site and specific forms that the Vendor shall complete, execute, and submit with any invoice for such material. Required information includes, but is not limited to: a general description of the material; a detailed list of the materials; a pre-approved storage area; segregation and identification of the material; insurance covering full value against all risks of loss or damage, with non-cancellation provision; immediate replacement agreement in event of loss or damage; agreement to pay the expense of all inspections of the material; ownership provisions; delivery guarantee; project completion statement; bill of sale, releases of liens, and inventory. The Owner, in its sole and exclusive discretion, may require the Vendor to certify in the agreement for materials stored off-site that the materials comply with one or more requirements of the Purchase Order Documents or to provide documentary proof acceptable to the Owner that the materials comply with one or more requirements of the Purchase Order Documents.
- D. Timeliness of payment and any interest to be paid to the Contractor for late payment is governed by Section 2880 of the NYS Public Authorities Law. Timely payment by the Contractor to the Subcontractor is governed by Section 139-f of the NYS State Finance Law which requires payment by the Contractor to the Subcontractor within seven (7) calendar days of receipt of payment from the Owner.

Section 9.02 - Withholding of Payments

- A. In any case where a question of nonperformance of the Work arises or any failure in any respect to conform to the Purchase Order Documents, payment may be withheld in whole or in part at the discretion of Owner.
- B. Any claim of any nature against a Vendor may be deducted by Owner from any money due the Vendor. If no deduction is made, the Vendor shall pay Owner the amount of such claim on demand. Submission of an invoice and payment thereof by Owner shall not preclude Owner from receiving upon demand a price adjustment in any case where the Commodities delivered are later found to deviate from the Detailed Specifications, Notice and Information for Bidders, or other Purchase Order Documents. Any deliveries made which do not meet the requirements of the Specifications, Notice and Information for Bidders, or other Purchase Order Documents may be rejected.

Section 9.03 - False Representations/Information

- A. False Representations, information, or data submitted by Vendor to Owner may result in one or more of the following actions:
 - 1. Termination of the Contract for cause;
 - 2. Disapproval of future bids or proposals or contracts or subcontracts;
 - 3. Withholding or reimbursement of payment; and
 - 4. Civil and/or criminal prosecution.
- B. The provisions of this Purchasing General Conditions Section 9.03 are solely for the benefit of the Owner, and any action or non-action hereunder by the Owner shall not give rise to any liability on the part of the Owner.

ARTICLE 10 – NO DAMAGES FOR DELAY

Section 10.01 - No Damages for Delay

No claims for increased costs, charges, expenses, or damages of any kind shall be made by the Vendor against the Owner for any delays or hindrances from any cause whatsoever provided that the Owner, in the Owner's sole and exclusive discretion, may compensate the Vendor for any said delays or hindrances. No payment for increased cost, charge, expense, or damage of any kind shall act as a waiver of the Owner's rights

ARTICLE 11 – TERMINATION OR SUSPENSION

Section 11.01 - Termination for Cause

- A. In the event that any provision of the Purchase Order Documents is violated by the Vendor or by any Subcontractor, the Owner may serve written notice upon the Vendor of the Owner's intention to declare a Vendor Default and terminate the Contract. Such notice shall contain the reasons for the intention to declare a Vendor Default and terminate the Contract. The Vendor has three (3) business days to respond and show why the Owner should not declare a Vendor Default and why the Vendor's Contract should not be terminated for cause. If the violation shall not cease or arrangements satisfactory to the Owner are not made, the Owner, in writing, may declare a Vendor Default and the Contract shall terminate upon the date specified by the Owner in the declaration of Vendor Default. The Owner shall send the Vendor written notice of and a copy of the declaration of Vendor Default and termination of the Contract.
- B. In the event the termination for cause is determined to be improper, the termination shall be deemed a termination pursuant to Purchasing General Conditions Section 11.02 – Termination for Convenience of Owner.

Section 11.02 - Termination for Convenience of Owner

- A. The Owner, at any time, may terminate the Contract in whole or in part. Any such termination shall be effected by delivering to the Vendor a written notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which the termination becomes effective. Upon receipt of the notice of termination, the Vendor shall act promptly to minimize the expenses resulting from the termination.
- B. The Owner shall pay the Vendor for Work of the Purchase performed by the Vendor and accepted by the Owner up to the effective date of the termination. In no event shall the Vendor be entitled to compensation in excess of the total consideration of the Purchase Order. In no event shall Vendor be entitled to overhead or profit on the Work not performed.
- D. If a termination for convenience, in whole or in part, causes the Vendor to incur costs in connection with the termination for convenience, including restocking or administrative costs, the Owner shall reimburse the Vendor for such costs upon presentation by Vendor to Owner of reasonable proof that such costs were actually incurred. The Owner has sole and exclusive discretion in determining if the Vendor has presented reasonable proof that such costs were actually incurred by the Vendor.

Section 11.03 - Suspension of Work

- A. Should the Owner determine that conditions exist such that it becomes necessary to suspend performance of all or any part of the Work, the Owner, at its sole discretion, shall issue to the Vendor a Suspend Work Order. Upon receipt of the order, the Vendor shall immediately comply with its terms. The order shall contain the reason or reasons for suspension which may include, but is not limited to, latent field conditions, substantial program revisions, acquisition of rights of way or real property, financial crisis, labor disputes, civil unrest, expired or improper insurance, court order, public health emergency or acts of God.
- B. The Vendor specifically agrees that such suspension of the Work shall not increase the cost of the Work. However, to the extent that the suspension of the Work is through no fault of the Vendor, the Owner may consider requests for compensation.
- E. Notwithstanding the above, to the extent that the Vendor is required to incur additional storage costs in connection with a Suspend Work Order for storage of Commodities after thirty (30) days from the original delivery date set forth on the Purchase Order , the Owner shall pay Vendor for such reasonable costs. The Owner, in its sole discretion, may demand reasonable proof of such costs as a condition to payment. The Owner has sole and exclusive discretion in determining if the Vendor has presented reasonable proof that such costs were actually incurred by the Vendor.
- C. The Owner may terminate the Suspend Work Order by a written direction to the Vendor through the issuance of a Resume Work Order or may invoke any other provision of Purchasing General Conditions Article 11 – Termination or Suspension.

ARTICLE 12 – INSPECTION AND GUARANTEE

Section 12.01 - Inspection of the Work

Owner shall have thirty (30) days from delivery of the Commodities to the Site to complete its inspection of the Commodities. The Owner shall be the final judge of the quality and acceptability of the Commodities and the Owner may in its discretion accept or reject all or any part of the Commodities where such Commodities are non-conforming. Any Commodities not accepted shall be made good, replaced, or corrected immediately by the Vendor at the Owner’s direction. Rejected Commodities shall be removed immediately from the Site. Acceptance of Commodities shall not relieve the Vendor from the Vendor's obligation to replace all Commodities that are not in full compliance with the Purchase Order, nor does acceptance of Commodities prevent the Owner from later exercising its rights under Section 12.04 of these Purchasing General Conditions.

Section 12.02 - Replacement of Defective or Damaged Work

If, in the opinion of the Owner, it is undesirable to replace any defective or damaged Commodities, the Purchase Order amount shall be reduced by an amount, which in the judgment of the Owner, shall be deemed equitable.

Section 12.03 - Final Completion

No previous inspection shall relieve the Vendor of the obligation to perform the Work in accordance with the Purchase Order Documents. No payment, either partial or full, by the Owner to the Vendor shall excuse any failure by the Vendor to comply fully with the Purchase Order Documents. The Vendor shall remedy all defects and deficiencies at the Vendor’s expense, paying the cost of any damage to other Work, the work of Other Vendors and the property of the Owner or Client.

Section 12.04 - Guarantee

The Vendor shall, in all respects, guarantee the Work to the Owner. The Vendor shall forthwith repair, replace or remedy in a manner approved by the Owner, at the Vendor's expense, any Commodities, or other part of the Work found by the Owner to be defective or otherwise faulty and not in compliance with the Purchase Order Documents, which defect or fault appears during the minimum period of one (1) year, or such longer period as may be prescribed by the Purchase Order, from the date of either (1) the proper delivery of all Commodities in connection with the Purchase Order to the Site or (2) the delivery of the final invoice in connection with the Purchase Order from the Vendor to the Owner, whichever is later. The Vendor is also liable for any damage to the Work, any damage to the work of Other Vendors and Vendors, and any damage to the property of the Owner or Site resulting from said defect or fault.

ARTICLE 13 -- PROTECTION OF PERSONS AND PROPERTY

Section 13.01 - Site Safety and Protection

- A. Compliance with Laws. Each Vendor and Subcontractor shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America and with all applicable rules and regulations adopted or promulgated by agencies or municipalities, as well as with all Client safety requirements. The Vendor's and Subcontractor's attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor and to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended, and to all City of New York safety requirements for Projects within the City of New York.
- B. Safety Programs. The Vendor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work, and shall at all times, take every precaution against injuries to persons or damage to property and for the safety of persons on or about the Site engaged in the performance of the Work. The Vendor shall replace or make good any such loss or injury unless said loss or injury is caused directly by the Owner.
- C. Subcontractors. The Vendor is responsible for ensuring that each Subcontractor executes the Subcontractor's obligations in this Purchasing General Conditions Section 13.01.

Section 13.02 - Protection of Lives and Health

- A. The Vendor and each Subcontractor shall be responsible for the safe performance of the Work and their Means and Methods and for any injury or loss that shall occur from a failure to meet such responsibility, including but not limited to any injury or loss caused by a failure to properly review and incorporate the Site Logistics Information, if any, into the Means and Methods.
- B. The Vendor shall, within twenty-four (24) hours, notify the Owner, and each Subcontractor shall, within twenty-four (24) hours, notify the Vendor of any incident, accident, illness, or injury that occurred on the Site or during the performance of the Work. The Vendor shall follow-up and provide the Owner with a copy of Form C-2, Employers Report of Injury/Illness within twenty-four (24) hours of any incident, accident, illness, or injury, a copy of the recorded OSHA Log and any and all reports and statements pertaining to such incident, accident, illness, or injury.
- C. The Vendor shall provide the Owner, within twenty-four (24) hours, a list of witnesses of any incident, accident, illness, or injury, which list includes the full name, home address, occupation and telephone number of each person. The Vendor shall provide, within twenty-four (24) hours of learning of the actual or potential existence of any other witnesses, the Owner with updated information which includes the

full name, home address, occupation, and telephone number of each additional witness.

- D. The Vendor and each Subcontractor shall provide, in accordance with the terms of the relevant insurance policies and, as soon as practicable, within five (5) calendar days, written notice to each of its liability insurers of any such incident, accident, illness, injury, or death on the Site or at the Project on behalf of itself, the Owner, the Client, and the Construction Manager. This provision does not remove the obligation of each insured to provide notice to its liability insurers. The Vendor and each Subcontractor shall provide to the Owner, the Client and the Construction Manager, a copy of such notice at the time such notice is given to each insurer as well as confirmation of receipt of such notice by each insurer.
- E. Failure of the Vendor to comply with provisions of this Purchasing General Conditions Section 13.02 shall be deemed a material breach of Contract and the Owner may impose a payment penalty on the Vendor for any act of non-compliance. The payment penalty shall not exceed one twentieth (1/20) of the Purchase Order price or a maximum of One Thousand Dollars (\$1,000) for each time the Vendor fails to perform or to provide the information, reports, forms, etc. required in this Purchasing General Conditions Section 13.02. This payment penalty is not exclusive; the Owner may avail itself of any other contractual remedy available.

Section 13.03 - Ownership of Commodities and Risks Assumed by the Vendor

Title of ownership to the Commodities does not pass to the Owner until the Owner or Owner's Representative has received the Commodities at the Site. To the fullest extent permitted by law, Vendor assumes all risks of every nature whatsoever until Vendor has delivered the Commodities to the Site and the Owner or Owner's Representative has received such Commodities. This obligation includes, but is not limited to, the following risks:

1. To the fullest extent permitted by law, the risk of loss or damage, including direct or indirect damage or loss, of whatever nature to the Work or to the Site or any plant, equipment, tools, materials or property of the Owner, the Client, the Vendor or any Subcontractor, materialman or worker performing services or furnishing materials or equipment, regardless of the presence or absence of any culpable conduct on the part of the Vendor.
2. To the fullest extent permitted by law, the risk of claims, just or unjust, by third persons against the Vendor, the Owner, the Client, or the Construction Manager on account of wrongful death, bodily injuries and property damage, direct or consequential, loss or damage of any kind whatsoever arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work by the Vendor or any Subcontractor, whether actually caused by or resulting from the performance of the Work, or out of or in connection with the Vendor's or any Subcontractor operations or presence at or in the vicinity of the Site, regardless of the presence or absence of any culpable conduct on the part of the Vendor. The Vendor shall bear the risk for all deaths, injuries, damages or losses sustained or alleged to have been sustained prior to Commodities being delivered to Site and being placed into possession of Owner excepting only the percentage of negligence attributed to the Owner, Client or Construction Manager or the Owner's, Client's or Construction Manager's members, officers, representatives or employees that caused the deaths, losses, damages or injuries, regardless of the presence or absence of any culpable conduct on the part of the Vendor.
3. To the fullest extent permitted by law, the Vendor assumes entire responsibility and liability for any and all damage or injury of any kind or nature whatsoever, including death resulting therefrom, to all persons, whether employees of the Vendor or otherwise, and to all property, arising out of or alleged to arise out of or as a result of or in connection with the performance of the Work by the Vendor or any Subcontractor, whether actually caused by or resulting from the performance of the

Work, or out of or in connection with the Vendor's or any Subcontractor operations or presence at or in the vicinity of the Site, regardless of the presence or absence of any culpable conduct on the part of the Vendor. If any person or entity shall make said claim for any damage or injury, including death resulting therefrom, or any alleged breach of any statutory duty or obligation on the part of the Owner, the Client, Construction Manager, or any of the servants and employees of the Owner, Client or Construction Manager, the Vendor shall indemnify and hold harmless the Owner, Client, the Construction Manager, and any of such servants and employees, for any and all loss, damage or injury that the Owner, Client, Construction Manager, or any such servants and employees, may sustain as the result of any claim, provided however, the Vendor shall not be obligated to indemnify and hold harmless the Owner, Client Construction Manager, and any such servants and employees for their own negligence, if any. In the event that any negligence is attributed to the Owner, Client, Construction Manager or any such servants or employees, then that particular entity or person shall be indemnified and held harmless for all of its liability minus the percentage of negligence attributed to that particular entity or person.

4. Notwithstanding any contrary provision of the Contract, and to the fullest extent permitted by law, the Vendor shall, within ten (10) calendar days of notice from the Owner, Client or Construction Manager, assume the obligation to defend and represent the Owner, the Client, the Construction Manager, and any of the servants and employees of the Owner, Client or Construction Manager, with counsel selected by the Owner, in all claims by third parties arising out of or alleged to arise out of or as a result of or in any way associated with the duties, obligations or requirements of the Vendor or any Subcontractor pursuant to the Contract, or the presence of the Vendor or any Subcontractor on the Site. This obligation to defend applies immediately and is separate and independent of and distinct from the enforceability of any obligation of Vendor or any Subcontractor to indemnify or hold harmless the Owner, the Client, the Construction Manager and the servants or employees of the Owner, Client, and Construction Manager. The Vendor's obligation to defend includes, but is not limited to, payment of any legal fees associated with defending the Owner, the Client, the Construction Manager and any such servants and employees, all costs of investigation, expert evaluation, and any other costs. If the Vendor fails to so defend and represent the Owner, the Client, the Construction Manager, or any such servants and employees with counsel selected by the Owner, the Owner may proceed to defend and represent itself, the Client, the Construction Manager and any such servant and employee with counsel selected by Owner. Vendor shall make payment of the selected counsel's fees and expenses and all other defense costs incurred by Owner immediately upon receipt of Owner's demand.
- B. The Vendor's obligations under this Article shall not be deemed waived, limited or discharged by the enumeration or procurement of any insurance for liability for damages. The Vendor shall notify its insurance carrier within twenty-four (24) hours after receiving a written notice of loss or damage or claim from the Owner, the Client, or the Construction Manager. The Vendor shall make a claim to its insurer specifically under the provisions of the contractual liability coverage and any other coverage afforded the Owner, the Client or Construction Manager including those of being a named insured or an additional insured where applicable.
- C. Neither final payment nor any interim payment shall release the Vendor from the Vendor's obligations under this Article. The enumeration elsewhere in the Purchase Order Documents of particular risks assumed by the Vendor or of particular claims for which the Vendor is responsible shall not be deemed to limit the effect of the provisions of this Article or to imply that the Vendor assumes or is responsible for only risks or claims of the type enumerated; and neither the enumeration in this Article nor the enumeration elsewhere in the Contract of particular risks assumed by the Vendor or particular claims for which the Vendor is responsible shall be deemed to limit the risks which the Vendor would assume or the claims for which the Vendor would be responsible in the absence of said enumerations.

- D. Notwithstanding any provision of the Contract to the contrary, and to the fullest extent permitted by law, if the Vendor does not fulfill one or more of Vendor's obligations under these Purchasing General Conditions to defend, indemnify, hold harmless, and procure insurance for the Owner, Client and Construction Manager, and the Owner, Client or Construction Manager commences a court action to enforce one or more of the Vendor's obligations to defend, indemnify, hold harmless and procure insurance for the Owner, Client and Construction Manager, the Vendor, in addition to its other obligations, shall pay the costs of the Owner, Client and Construction Manager to bring and prosecute the court action, including but not limited to attorney and consultant fees, expenses and court fees.
- E. The Vendor agrees that any unsatisfied claim of the Owner and/or Client arising from obligations in this Article and or Article 14 shall be set off or deducted from payments due the Vendor.

Section 13.04 - Professional Conduct

- A. The Vendor acknowledges and agrees that professionally appropriate conduct is a material obligation of this Contract. All employees, officers and representative of Vendor shall conduct themselves professionally in all communications in connection with the Project, including but not limited to communications with Subcontractors and other vendors.
- B. Use of abusive, threatening, vulgar or other offensive language, whether written or oral, is a breach of the obligation set forth in paragraph (1) of this section 13.04.
- C. Vendor will receive a warning in writing from Owner upon breach of the obligation set forth paragraph (A) of this section 13.03. Vendor agrees that any subsequent breach of paragraph (A) of this section 13.03 committed after receipt of the written warning is grounds for the Owner to terminate this Contract for cause, or for the Owner to avail itself of any other remedy at law.
- D. The Vendor shall include the provisions set forth in paragraphs (A) and (B) of this section 13.03 in every subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.

ARTICLE 14 -- GENERAL PROVISIONS of the CONTRACT

Section 14.01 - General Law Provisions

- A. This Contract and its enforcement, and any controversy arising out of or relating to the making or performance of this Contract, shall be governed by and construed in accordance with the law of the State of New York, without regard to the New York principles of conflicts-of law and except where the United States supremacy clause requires otherwise.
- B. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein and the Contract shall read and shall be enforced as though so included therein.
- C. The Vendor shall comply fully with all applicable laws, rules, and regulations, and as applicable, Building Code of New York State or Building Code of the City of New York.
- D. The Vendor agrees that the agreement shall be deemed executory to the extent of moneys available from either: (1) the proceeds of bonds issued by the Dormitory Authority for the agreement, (2) moneys made available by the Client to the Owner for the agreement, (3) other moneys made available to the Owner from whatever source specifically for the agreement and no liability shall be incurred by the

Owner beyond moneys available therefore.

- E. The relationship created by the agreement between the Owner and the Vendor is one of an independent contractor and it is no way to be construed as creating an agency relationship between the Owner and the Vendor nor is it to be construed as, in any way or under any circumstances, creating or appointing the Vendor as an agent of the Owner for any purpose whatsoever.
- F. Except as provided herein, this agreement and each and every provision hereof and thereof is for the exclusive benefit of the Parties hereto and not for the benefit of any third party. Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, the State of New York, the Client, or any institution at which the Work is being carried out beyond such as may legally exist irrespective of the agreement; however, it is understood that the Client is an intended third-party beneficiary of the Contract for the purposes of recovering any damages caused by the Vendor.
- G. The Vendor shall not assign the agreement in whole or in part without prior written consent of the Owner. Any attempt to assign the agreement in whole or in part without prior written consent of the Owner is null and void. As a condition to consent to the assignment, the Owner shall require each proposed assignee to establish, to the satisfaction of the Owner in its sole and exclusive discretion, that the assignee is responsible and, if applicable, has the experience to perform the Work. If the Owner consents to an assignment and if the Vendor assigns all or part of any moneys due or to become due under the agreement, the instrument of assignment shall contain a clause substantially to the effect that the Vendor and assignee agree that the assignee's right in and to any moneys due or to become due to the Vendor shall be subject to all prior claims for services rendered or materials supplied in connection with the performance of the Work. The Owner reserves the right to assign this agreement in whole or in part without the consent of the Vendor. Unless otherwise agreed by the Parties hereto in a separate writing, no permitted assignment described in this Section shall relieve the assigning Party from any of its obligations under this agreement. However, the assignee may be required by the assigning Party to agree to indemnify and hold harmless the assigning Party from some or all of its obligations under this agreement.
- H. This agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assignees.
- I. The Owner is exempt from the terms of fair-trade agreements for sales to the agreement.
- J. Inasmuch as the Vendor can be compensated adequately by money damages for any breach of the agreement which might be committed by the Owner, the Vendor agrees that no default, act or omission of the Owner shall constitute a material breach of the Contract entitling the Vendor to cancel or rescind the Contract or to suspend or abandon performance of the agreement; and the Vendor hereby waives any and all rights and remedies to which the Vendor might otherwise be or become entitled to because of any wrongful act or omission of the Owner saving only the Vendor's right to money damages.
- K. No action or proceeding shall lie or shall be maintained by the Vendor, nor anyone claiming under or through the Vendor, against the Owner upon any claim arising out of or based upon the agreement, relating to the giving of notices or information.
- L. No action or proceeding shall lie in favor of or shall be maintained by the Vendor against the Owner unless such action shall be commenced within one year after the earliest following event:
 - 1. Receipt, by the Owner, of the Vendor's final invoice for Commodities delivered to the Site.
 - 2. The date of termination if the Owner terminates the agreement.

- M. The Owner and Vendor agree to submit to the exclusive jurisdiction of the Commercial Division, New York Supreme Court, which shall hear any dispute, claim or controversy arising in connection with or relating to this agreement, including, but not limited to the validity, breach, enforcement, or termination thereof.
- N. No action or proceeding shall be brought against the Owner in any location other than Albany County unless the Owner specifically consents, in writing, to a change of venue.
- O. If the Vendor obtains a judgment against the Owner in any action or proceeding, the Vendor agrees to accept no more than three percent (3%) interest, per annum, on the amount of the judgment.
- P. Neither Vendor nor its Subcontractors shall place or maintain, or permit to be placed or maintained, any sign, bill, or poster on or about the Site without the prior consent of Owner's Representative.
- Q. Owner and Vendor agree that Client is an intended third-party beneficiary to the Purchase Order Documents, and that it is Owner's and Vendor's intent to permit enforcement of such Purchase Order by Client to the fullest extent permitted by law.
- R. Each Party has reviewed and discussed this agreement with counsel and agrees that this agreement shall not be construed by applying any rule of construction providing for interpretation against the drafting Party.

Section 14.02 - Diesel Emissions Reduction

- A. The Vendor shall certify that heavy duty vehicles, as defined in the NYS Environmental Conservation Law (ECL) Section 19-0323 and Title 6 of the New York Codes Rules and Regulations, Part 248 (6 NYCRR 248), will comply with the rules, regulations and provisions pursuant to ECL Section 19-0323, and 6 NYCRR 248, which requires the use of Best Available Retrofit Technology and Ultra Low Sulfur Diesel to the extent required by law unless specifically waived by the NYS Department of Environmental Conservation (DEC). Qualification for a waiver will be the responsibility of the Vendor.
- B. Annually, as required by DEC, but no later than March 1st, the Vendor shall complete and submit directly to the Owner, via electronic mail, the Regulated Entity Vehicle Inventory Form and Regulated Entity and the Vendors Annual Report Form, found on the DEC website <http://www.dec.state.ny.gov> for vehicles used on the Project for the preceding calendar year.

Section 14.03 - State and Federal Labor Law Provisions

- A. To the extent that the NYS Labor Law applies to any part or all the Work, the Vendor shall comply with all applicable provisions of NYS Labor Law as a material condition to this agreement.

Section 14.04 - Nondiscrimination

- A. To the extent required by Article 15 of the NYS Executive Law (also known as the Human Rights Law) and all other NYS and United States statutory and constitutional non-discrimination provisions, the Vendor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence status.
- B. If the Vendor is directed to do so by the Owner, the Vendor shall request each employment agency, labor union or authorized representative of workers with which the Vendor has a collective bargaining

agreement 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, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status, and that such union or representative will affirmatively cooperate in the implementation of the Vendor's obligations under Articles 15 and 15A of the NYS Executive Law.

- C. The Vendor shall state, in all solicitations or advertisements for employees, that in the performance of the Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status.
- D. The Vendor shall include the provisions of paragraphs A, B, and C of this Purchasing General Conditions Section 14.04 in every Subcontract and purchase order in such a manner that such provisions will be binding upon each Subcontractor and vendor as to the operations for the Contract to be performed within the State of New York.
- E. Pursuant to NYS Labor Law, Section 220-e, the Vendor specifically agrees:
 - 1. That in the hiring of employees for the performance of Work under the Contract or any subcontract hereunder, or for the manufacture, sale or distribution of materials, equipment or supplies hereunder, but limited to operations performed within the territorial limits of the State of New York, no Vendor, Subcontractor, nor any person acting on behalf of such Vendor or Subcontractor, shall by reason of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status discriminate against any citizen of the State of New York who is qualified and available to perform the Work to which the employment relates.
 - 2. That no Vendor, Subcontractor, nor any person on behalf of such Vendor or Subcontractor shall, in any manner, discriminate against or intimidate any employee hired for the performance of Work under the agreement on account of race, creed, color, national origin, sex (including gender identity or expression), sexual orientation, military status, age, disability, predisposing genetic characteristics or marital status.
 - 3. That there may be deducted from the amount payable to the Vendor, by the Owner under the agreement, a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the terms of the agreement.
 - 4. That the agreement may be canceled or terminated by the Owner and all moneys due or to become due hereunder may be forfeited for a second or any subsequent violation of the terms or conditions of this Section 14.04 E of the agreement.

Section 14.05 - Domestic Steel

The Dormitory Authority is required to comply with all provisions of Title 4 of Article 9 of the NYS Public Authorities Law, including NYS Public Authorities Law Section 2603-a, and in accordance therewith, if the amount of the agreement exceeds \$100,000, the Owner requires that all structural steel, reinforcing steel or other major steel items to be incorporated in to the Work of the agreement be produced or made in whole or substantial part in the United States, its territories, or possessions. The Owner, in its discretion, may grant waivers of this requirement in accordance with NYS Public Authorities Law Section 2603-a. Vendor must request a waiver in writing and obtain a written waiver of this requirement from Owner before using in

performance of the agreement any steel not produced or made in whole or substantial part in the United States, its territories, or possessions.

Section 14.06 - Failure to Comply with Article 14

The Owner will not be responsible for any claim arising from compliance with this Purchasing General Conditions Article 14.

ARTICLE 15—RECORDS/AUDITS/INVESTIGATIONS/ETHICS

Section 15.01 - Preparation of Records/Owner's Right to Inspect Records and to Audit

The Vendor shall, concurrently with performance of the Contract, prepare substantiating records regarding performance of the Contract, including records of Subcontractors and material suppliers. Purchasing General Conditions Section 15.03 describes the records and other data to be maintained by Vendor, Subcontractors, and material suppliers. The Vendor shall maintain and keep, for a period of at least six (6) years after the date of payment of the final invoice from Vendor to Owner, all records and other data relating to the Work, including records of Subcontractors and material suppliers. Upon seven (7) calendar days' written notice, the Vendor shall make its records (including records of Subcontractors and material suppliers) available during normal business hours to the Owner or its authorized representative(s). Owner and its authorized representative(s) shall be entitled to inspect, examine, review and copy the Vendor's records, including but not limited to all documents, electronic records and recordings, (including records of Subcontractors and material suppliers) at the Owner's reasonable expense, within adequate workspace at the Vendor's facilities. The Owner shall also have the right to have Owner or its authorized representative audit all records and other data of the Vendor, Subcontractors and material suppliers relating to the Work.

Section 15.02 - False Statements/Information/Disclosure

Failure to comply with Purchasing General Conditions Section 15.01, providing False Representations, false statements or inaccurate information submitted in accordance with Purchase Order Documents, including but not limited to, an invoice, a claim or a Change Order, a filing or system entry related to MWBE participation requirements or False Representations, false statements, or inaccurate information submitted to the Owner, or a determination that the Vendor participated in the kick-back of wages may result in one or more of the following actions:

- A. Termination of the Contract for cause pursuant to Purchasing General Conditions Article 11.
- B. Rejection of future bids or disapproval of a contract or subcontract.
- C. Withholding or reimbursement of payments.
- D. Criminal prosecution.
- E. Civil prosecution under Article XIII of the NYS State Finance Law – the New York False Claims Act.
- F. Rejection of a Claim or Change Order.
- G. Deduction of the Owner's cost of an audit from the Purchase Order amount.

Section 15.03 - Owner's Right to Conduct Investigations

- A. The Vendor agrees to cooperate fully and faithfully with any investigation, audit or inquiry conducted by the Owner.
- B. The Vendor shall grant the Owner the right to examine all books, records, files, accounts, computer records, documents, and correspondence, including electronically-stored information, in the possession or control of the Vendor, its subsidiaries and affiliated companies and any other company directly or indirectly controlled by the Vendor, relating to the Contract. These shall include, but not be limited to: Subcontracts; bid files; payroll and personnel records; cancelled checks; correspondence; memoranda; daily reports of Work completed that day; schedules; reports; audits; vendor qualification records; original estimate files; Change Order/Contract Amendment estimate files; detailed worksheets; Subcontractor, consultant and supplier proposals for both successful and unsuccessful bids; back-charge logs; any records detailing cash, trade, or volume discounts earned; insurance proceeds, rebates or dividends received; payroll and personnel records; tax returns; and the supporting documentation for the aforesaid books and records.
- C. At the Owner's request, said materials shall be provided in a computer readable format, where available. At the request of the Owner, the Vendor shall execute such documents, if any, as are necessary to give the Owner access to Contract-related books, documents, or records, which are, in whole or part, under control of the Vendor but not currently in the Vendor's physical possession. The Vendor shall not enter into any agreement with a Subcontractor, consultant, or supplier, in connection with the Contract, that does not contain a right to audit clause in favor of the Owner. The Vendor shall assist the Owner in obtaining access to past and present Subcontractor, consultant, and supplier amendment/change order files (including detailed documentation covering negotiated settlements), accounts, computer records, documents, correspondence, and any other books and records in the possession of Subcontractors, consultants and suppliers pertaining to the Contract, and, if appropriate, enforce the right-to-audit provisions of such agreements.
- D. The Vendor shall assist the Owner in obtaining access to, interviews with, and information from all former and current persons employed and/or retained by the Vendor, for purposes of the Contract.
- E. The Vendor shall require each Subcontractor to include in all agreements that the Subcontractor may hereinafter enter into with any and all Subcontractor, consultants, and suppliers, in connection with the agreement, a right-to-audit clause in favor of the Owner conferring rights and powers of the type outlined in this Purchasing General Conditions Section 15.03. The Vendor shall not enter into any Subcontract with a Subcontractor in connection with the Contract that does not contain such a provision. The Vendor shall not make any payments to a Subcontractor, consultant, or supplier from whom the Vendor has failed to obtain and supply to the Owner complete, accurate, and truthful information in compliance with a request from the Owner to the Vendor.
- F. Any violation of the provisions of this Purchasing General Conditions Article 15 shall justify termination of this agreement and may result in the Owner's rejection of the Vendor's bids or proposals for future contracts and the deduction of the Owner's cost of an audit from the agreement amount.

Section 15.04 - Disclosure of Criminal Investigation

- A. The Vendor shall immediately notify the Owner in the event that any owner, partner, director, officer or employee of the Vendor, or its affiliated companies as identified in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2), are subpoenaed or questioned in connection with any business-related criminal investigation, whether or not the owner, partner, director, officer or employee is, or is believed to be, the subject or target of such investigation, or is notified or otherwise learns that any owner, partner, director, officer or employee of the Vendor or its affiliated companies is under investigation for an alleged business-related violation of criminal law, or in the event that any premises or records of the Vendor are searched pursuant to a search warrant seeking evidence of a crime or

crimes, unless otherwise precluded by law enforcement authorities.

- B. The Vendor shall immediately notify the Owner in the event that any owner, partner, director, officer or employee of the Vendor or its affiliated companies as identified in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2), the firm itself, or one of its affiliated companies is indicted or charged in an accusatory instrument for any business-related violation of local, state or federal criminal law, unless otherwise precluded by law enforcement authorities.
- C. In the event that any owner, partner, director, officer, or employee of the Vendor is indicted or charged in an accusatory instrument for any business-related violation of local, state, or federal criminal law relating to this Contract or any other Dormitory Authority contract, the Owner may require the Vendor to remove said owner, partner, director, officer, or employee from any direct involvement in the affairs of the Vendor as it relates to this agreement and all other Dormitory Authority contracts until the criminal matter is resolved. In the event that any owner, partner, director, officer, or employee of the Vendor is convicted of a business-related violation of local, state, or federal criminal law, the Owner may require the Vendor to permanently remove said individual from any direct involvement in the affairs of this Contract and all other Dormitory Authority contracts.
- D. In the event that the Vendor or any owner, partner, director, officer, or employee of the Vendor is convicted or enters into an agreement as a remedy to the alleged commission of a criminal act of a business-related violation of local, state, or federal criminal law or regulatory violation, the Owner may schedule a hearing with the Vendor to determine the Vendor's responsibility to continue work under this Contract and other Dormitory Authority contracts. Following this hearing, the Owner may, at its sole discretion, take one or more of the following actions:
 - 1. Terminate this Contract.
 - 2. Require the Vendor, at its own expense, to hire an independent private-sector inspector general to monitor its activities, institute procedures and conduct internal inquiries, in a manner prescribed by the Owner.
 - 3. Increase retainage to an amount not to exceed ten percent (10%).
 - 4. Take any other remedial action deemed appropriate.

Section 15.05 - Anti-Riot Provisions

- A. The Vendor agrees that no part of the agreement funds shall be used to make payments, give assistance, or supply services, in any form, to any individual convicted in any federal, state, or local court of competent jurisdiction for inciting, promoting, or carrying on a riot, or engaging in any group activity resulting in material damage to property or injury to persons found to be in violation of federal, state or local laws designed to protect persons or property.
- B. The Vendor and each Subcontractor shall notify their employees of all rules and regulations adopted pursuant to Article 129-A of the NYS Education Law. The Vendor shall post notices containing the text of the aforementioned rules and regulations at the Site.

Section 15.06 - Ethical Conduct

- A. Officers and employees of the Owner are bound by Sections 73, 73-a and 74 of the NYS Public Officers Law. In addition, no officer, employee, architect, attorney, engineer, inspector, or consultant of or for the Owner authorized on behalf of the Owner to exercise any legislative, executive, administrative,

supervisory, or other similar functions in connection with the Contract or the Work, shall become personally interested, directly or indirectly, in the Contract, material supply contract, subcontract, insurance contract, or any other contract pertaining to the Work.

- B. Section 73(5) of the NYS Public Officers Law expressly prohibits the Vendor, or its agents, from directly or indirectly offering or giving any gift having more than nominal value to an employee of the Owner under circumstances in which it could be reasonably inferred the gift was intended to influence the employee in the performance of their official duties or was intended as a reward for the employee's official action.
 - 1. In addition to the prohibition of Section 73(5) of the NYS Public Officers Law, the Dormitory Authority has a "zero tolerance" policy with respect to the solicitation, acceptance, or receipt of gifts from disqualified sources. Therefore, the Vendor and its agents shall refrain from offering or giving anything of value to an employee of the Owner. Employees of the Owner may not solicit any gift, gratuity, stipend, or thing of value from the Vendor or its agents. Violations of these gift provisions may be grounds for immediate Contract termination and/or referral for civil action or criminal prosecution.
- C. To promote a working relationship with the Owner based on ethical business practices, the Vendor is expected to:
 - 1. Furnish all goods, materials and services to the Owner as contractually required and specified.
 - 2. Submit complete and accurate reports to the Owner and its representatives as required.
 - 3. Not seek, solicit, demand or accept any information, verbal or written, from the Owner or its representatives that provides an unfair advantage over a competitor.
 - 4. Not engage in any activity or course of conduct that restricts open and fair competition on Owner-related projects and transactions.
 - 5. Not engage in any course of conduct with Owner employees or its representatives that constitutes a conflict of interest, in fact or in appearance.
 - 6. Not offer or give any unlawful gifts or gratuities, or engage in bribery or other criminal activity.
- D. The Owner encourages the Vendor to advance and support ethical business conduct and practices among its directors, officers, and employees, preferably through the adoption of corporate ethics awareness training programs and written codes of conduct.
- E. Although the Vendor may employ relatives of Owner employees, the Owner shall be made aware of such circumstances as soon as possible, preferably in writing, to ensure a conflict of interest situation does not arise. The Owner reserves the right to request that the Vendor modify the work assignment of a relative of an Owner employee where a conflict of interest, or the appearance thereof, is deemed to exist.
- F. The Vendor may hire former employees of the Owner. However, as a general rule, former employees of the Owner may neither appear nor practice before the Owner, nor receive compensation for services rendered on a matter before the Owner, for a period of two years following their separation from service with the Owner. In addition, former employees of the Owner are subject to a "lifetime bar" from appearing before the Owner or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the

Owner.

- G. The Vendor agrees to notify the Owner's Office of Internal Affairs at 518-257-3193 of any activity by an employee of the Owner that is inconsistent with the contents of this Purchasing General Conditions Section 15.06.
- H. Any violation of this Purchasing General Conditions Section 15.06 shall justify termination of this Contract and may result in Owner's rejection of the Vendor's bids or proposals for future agreements.

Section 15.07 - Continuing Integrity

- A. The Vendor shall, at all times during the Contract term, remain responsive and responsible. The Vendor shall also monitor all Subcontractors for responsiveness and responsibility at all times during the Contract term. The Vendor agrees, if requested by the President of Owner or his 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 Vendor shall immediately notify Owner of any material or adverse information pertaining to the Vendor or any Subcontractor, regardless of tier.
- B. The President of Owner or his 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 in to question the responsibility of Vendor. In the event of such suspension, Vendor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, Vendor shall comply with the terms of the suspension order. Contract activity may resume at such time as the President of Owner or his or her designee issues a written notice authorizing a resumption of performance under the Contract.
- C. Notwithstanding any other provision of this Contract, upon written notice to Vendor, and a reasonable opportunity to be heard with the appropriate Owner officials or staff, the Contract may be terminated by the President of Owner or his or her designee at Vendor's expense where Vendor is determined by the President of Owner or his or her designee to be non-responsible. In such event, the President of Owner or his 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 the breach.

Section 15.08 - Iran Divestment

- A. By entering into this Contract, Vendor certifies, under the penalties of perjury, that Vendor is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the NYS State Finance Law. Vendor further certifies that Vendor will not utilize on this Contract any subcontractor that is identified on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the NYS State Finance Law.
- B. During this Contract, should Owner receive information that a person (as defined in NYS State Finance Law §165-a) is in violation of the above-referenced certifications, Owner 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 Owner shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Vendor in default.

ARTICLE 16 -- 2005 PROCUREMENT LOBBYING LAW

Section 16.01 - Procurement Lobbying Law

Bidders shall affirm their understanding of and agree to comply with NYS State Finance Law § 139-j (3) and § 139-j (6) (b), certify their compliance with NYS State Finance Law § 139-k (5), disclose prior non-responsibility determinations under NYS State Finance Law § 139-j, and shall certify that the information they provide with respect to NYS State Finance Law § 139-j and § 139-k is complete, true, and accurate. Vendor hereby reaffirms its understanding of an agreement to comply with NYS State Finance Law § 139-j (3) and § 139-j (6) (b), re-certifies its compliance with NYS State Finance Law § 139-k (5) and recertifies that the information it provided with respect to NYS State Finance Law § 139-j and § 139-k is complete, true, and accurate.

Section 16.02 - Vendor's Certifications

For any contract \$15,000 or more each Vendor shall submit, with its bid, on the form provided herewith, the *2005 Procurement Lobbying Law – Certification*, pursuant to NYS State Finance Law § 139-j and § 139-k. The information contained in the *2005 Procurement Lobbying Law – Certification*, pursuant to NYS State Finance Law § 139-j and § 139-k will serve as an informational resource to aid the Owner in making an award determination.

Section 16.03 - Termination Provisions

The Owner reserves the right to terminate this Contract in the event it is found that the certification filed by the Vendor in accordance with NYS State Finance Law § 139-j and § 139-k, as such may be amended or modified, was intentionally false or intentionally incomplete. Upon such finding, the Owner may exercise its right pursuant to Purchasing General Conditions Section 11.01 – Termination for Cause.

ARTICLE 17 -- EXECUTIVE ORDER No. 125

Section 17.01 - Determination of Vendor Responsibility

In order to assist the Owner in determining the responsibility and reliability of the lowest bidder for the Contract and to effectuate the directives of Executive Order No. 125, dated May 22, 1989, (9 NYCRR §4.125) the Council of Contracting Agencies has adopted procedures to collect and exchange relevant information among contracting agencies.

Section 17.02 - NYS Vendor Responsibility Questionnaire

- A. For any Contract valued at \$10,000 or more, the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for the Vendor or for any Subcontractor shall be submitted as requested by the Owner. Owner may request an updated NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) for the Vendor or for any Subcontractor as often as the Owner, in its sole and exclusive discretion, deems necessary to carry out the Owner's duties and responsibilities under this Contract.
- B. The information contained in the NYS Vendor Responsibility Questionnaire For Profit Construction (CCA-2) will serve as an informational resource to aid the Owner in making an award determination and in making other determinations for this Contract.

ARTICLE 18 -- OPPORTUNITY PROGRAMS

Section 18.01 - General Provisions

- A. The Dormitory Authority is required to implement the provisions of NYS Executive Law Article 15-A and Parts 140 through 145 of Title 5 of the NYCRR for all State contracts (as defined in such statute and regulations) with a value in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing.
- B. The Vendor agrees, in addition to any other nondiscrimination provision of the agreement and at no additional cost to the Owner, to fully comply and cooperate with the Owner in the implementation of NYS Executive Law ARTICLE 15-A, PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS, and the regulations promulgated thereunder. These requirements include: equal employment opportunities for minority group members and women (EEO), and contracting opportunities for NYS certified minority and women-owned business enterprises (MWBES). The Vendor'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 NYS Executive Law Article 15 (the Human Rights Law) and other applicable federal, state and local laws.
- C. Failure to comply with the requirements in this Purchasing General Conditions Article 18 may result in a finding of non-responsiveness, non-responsibility, breach of contract or any combination of the foregoing leading to the assessment of liquidated damages pursuant to Purchasing General Conditions Section 18.06 and other remedies available to the Owner pursuant to the Contract and applicable law.

Section 18.02 - Equal Employment Opportunity (EEO)

- A. The provisions of NYS Executive Law Article 15-A, and the rules and regulations promulgated thereunder pertaining to equal employment opportunities for minority group members and women shall apply to the Contract.
- B. Upon Owner's request, the Vendor shall:
 - 1. Undertake or continue, and ensure each Subcontractor 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.
 - 2. Submit an EEO policy statement to the Owner.
 - 3. Adopt a model EEO policy statement and require each Subcontractor to adopt a model EEO policy statement if the Vendor or Subcontractor does not have an existing EEO policy statement, and if the Owner requires the Vendor or Subcontractor to adopt a model EEO policy statement.
 - 4. Have a Vendor's EEO policy statement that shall include the following language:
 - a. The Vendor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability, or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

- b. The Vendor shall state in all solicitations or advertisements for employees that, in the performance of the 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.
 - c. The Vendor 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 Vendor's obligations herein.
- C. The Vendor shall include the provisions of paragraphs a. through c. of this Purchasing General Conditions Section 18.02 (B) (4) and Subdivision (D) of this Purchasing General Conditions Section 18.02, which provides for relevant provisions of the Human Rights Law, in every Subcontract in such a manner that the requirements of these provisions will be binding upon each Subcontractor as to Work in connection with the Contract.
- D. The Vendor shall comply with the provisions of the NYS Human Rights Law, and all other State and Federal statutory and constitutional non-discrimination provisions. The Vendor and each Subcontractor 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 NYS Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

Section 18.03 - Opportunities for Minority and Women-Owned Business Enterprises (MWBE)

- A. The Owner may have established goals for the participation in this Contract of NYS certified minority-owned business enterprises (“MBE”) and NYS certified women-owned business enterprises (“WBE” and collectively with MBEs, “MWBE”). The goals (collectively, MWBE Contract Goals) are set forth in the Notice and Information for Bidders Section 8.0 – Opportunity Programs Requirements.
- B. Where the Owner has set forth MWBE Contract Goals, the Vendor represents and warrants that, as a condition for award of the Contract, the Vendor will create, and comply with, a plan to achieve the MWBE Contract Goals established in the Purchase Order Documents. In addition, or alternatively, Vendor may have submitted a request for a waiver. Where the Owner has set forth MWBE Contract Goals, prior to award of the Contract the Vendor shall submit its plan to meet MWBE Contract Goals to the Owner for review and approval or rejection.
- C. Vendor agrees to adhere to plan to meet MWBE Contract Goals in the performance of the Contract. Vendor shall not change the plan without the prior written approval of the Owner. Vendor further agrees that failure to adhere to the plan to meet MWBE Contract Goals shall constitute a material breach of the Contract and upon such breach, the Owner shall be entitled to any remedy provided in the agreement or by law, including but not limited to a finding that the Vendor is non-responsible.
- D. The Vendor 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 Contract Goal. The portion of a subcontract with an MWBE serving as a supplier that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the subcontract. The portion of a subcontract with an MWBE serving as a broker that shall be deemed to represent the commercially useful function performed by the MWBE shall

be the monetary value for fees, or the markup percentage, charged by the MWBE. The Owner will audit the Vendor's efforts to achieve the MWBE Contract Goals through the NYSCS.

Section 18.04 - Good Faith Efforts

- A. The Vendor shall document good faith efforts pursuant to 5 NYCRR § 142.5 to provide meaningful participation by MWBEs as Subcontractor (which includes material suppliers, other vendors, and others; see definition of Subcontractor in Purchasing General Conditions Article 1 - Definitions) in the performance of the agreement, to comply with the requirements of the agreement and to enable the Owner to determine compliance with the provisions of this Purchasing General Conditions Article 18. Guidelines for documentation of good faith efforts are available on the Dormitory Authority's website.
- B. If the Vendor fails to adequately document good faith efforts, it may result in a finding of non-compliance.

Section 18.05 - Waivers

- A. If the Vendor, after making good faith efforts satisfactory to the Owner, is unable to achieve the MWBE Contract Goals, the Vendor may submit a request for a waiver in writing to the Owner. The request for a waiver must be supported by evidence of the good faith efforts by the Vendor to achieve the maximum feasible MWBE participation towards the applicable MWBE Contract Goals. If the documentation included with the waiver request is complete, the Owner shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) business days of receipt.
- B. If the Owner, upon review of the Utilization Plan and any other relevant information, determines that the Vendor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regard to such non-compliance, the Owner may issue a notice of deficiency to the Vendor. The Vendor shall respond to the notice to deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

Section 18.06 - Damages - MWBE Participation

- A. If the Owner determines that the Vendor is not in compliance with the requirements of this Purchasing General Conditions Article 18 and the Vendor refuses to comply with the requirements of this Purchasing General Conditions Article 18, or if the Vendor is found to have willfully and intentionally failed to comply with the MWBE Contract Goals, then: (1) the Vendor shall be obligated to pay the Owner liquidated damages; or (2) the Vendor shall be obligated to pay the Owner other appropriate damages; or (3) the Owner shall receive one or more other appropriate remedies, unless the Owner elects to pursue its remedies under NYS Executive Law Section 316. If the Owner declines to pursue its remedies under NYS Executive Law Section 316, the Owner may elect to pursue one or more of liquidated damages, other appropriate damages, and one or more other appropriate remedies.
- B. If the Owner decides to assess liquidated damages, the Vendor shall be obligated to pay to the Owner liquidated damages in an amount equal to the difference between all sums identified for payment to MWBEs if the Vendor had achieved the MWBE Contract Goals and all sums actually paid to MWBEs for performance of Work under the Contract. If such liquidated damages have not been withheld by the Owner, the Vendor shall pay such liquidated damages to the Owner within sixty (60) days after they are assessed. provided, however, that if the Vendor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to 5 NYCRR §142.2, liquidated damages shall be payable only in the event of a determination adverse to the Vendor following the complaint process. The liquidated damages are intended to compensate the Owner only for the Owner's damage if the Owner determines that the Vendor is not in compliance with the requirements

of Purchasing General Conditions Sections 18.03, 18.04 and 18.05 and the Vendor refuses to comply with the requirements of Purchasing General Conditions Sections 18.03, 18.04 and 18.05, or if the Vendor is found to have willfully and intentionally failed to comply with the MWBE Contract Goals. In addition, the Vendor shall be liable to the Owner to the fullest extent permitted by law for:

1. whatever other appropriate damages the Owner may incur; or
2. any other appropriate remedy to which the Owner may be entitled as a result of the Vendor's refusal to comply with the requirements of this Purchasing General Conditions Article 18 outside the requirements of Purchasing General Conditions Sections 18.03, 18.04, 18.05 and the MWBE Contract Goals.

Other appropriate damages include, but are not limited to, the expenses for personnel, supplies and overhead incurred by the Owner to administer and enforce the requirements of this Purchasing General Conditions Article 18 other than the requirements of Purchasing General Conditions Sections 18.03, 18.04, 18.05 and the MWBE Contract Goals.

Section 18.07 - Reporting to Owner

Vendor shall complete the reports and submit as indicated during the life of the Contract:

- A. Upon Owner request, the Vendor shall submit its Utilization Plan in such form as shall be required by the Owner. Vendor shall document its compliance with the Utilization Plan as requested by Owner.
- B. Reports and plans, together with appropriate corroborating documentation as requested by Owner, not submitted upon request of Owner shall be cause for the Owner to withhold payment to the Vendor.
- C. The listed reports and plans are a requirement of the Contract and copies are included in the Purchase Order Documents and/or template forms are also available on the Dormitory Authority's website. The Vendor shall submit to the Owner all executed agreements and purchase orders for ALL approved MWBE/SDVOB subcontractors/suppliers no later than 30 days after award of the Contract.

ARTICLE 19- SERVICE-DISABLED VETERAN OWNED BUSINESSES

Section 19.01 - General Provisions

Article 17-B of the NYS Executive 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. The Dormitory Authority recognizes the need to promote the employment of service-disabled veterans and to ensure that certified SDVOBs have opportunities for maximum feasible participation in the performance of Dormitory Authority contracts.

Section 19.02 - Contract with Goals

- A. If the Notice and Information for Bidders established an overall goal for SDVOB participation in this Contract and Vendor submitted a Utilization Plan covering SDVOB Contract Goals that was accepted by the Dormitory Authority, Vendor shall follow the accepted Utilization Plan. Vendor, by award of the Contract, certified that Vendor shall follow the submitted and accepted Utilization Plan for the performance of SDVOBs on the Contract.
- B. Vendor shall not change the accepted Utilization Plan without the prior written consent of the Dormitory Authority. Any modifications or changes to the accepted Utilization Plan after award of the

Contract to the Vendor shall be reported to the Dormitory Authority on a revised Utilization Plan. As part of a revised Utilization Plan, the Vendor may request a partial or total waiver of the goal for SDVOB participation but such request must be made prior to submission of the final invoice on the Contract. Vendor shall make and shall document good faith efforts to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract. The revised Utilization Plan is not effective unless and until it is accepted by the Dormitory Authority. If the revised Utilization Plan is not accepted by the Dormitory Authority, the Dormitory Authority shall issue a notice of deficiency and the Vendor shall proceed as set forth in paragraph D of this Purchasing General Conditions Section 19.02.

- C. Upon Owner's request, Vendor shall report to the Dormitory Authority SDVOB Vendor Compliance during the Contract documenting progress towards implementing the accepted Utilization Plan and achieving the SDVOB goals for the Contract. This information shall be submitted to the Dormitory Authority in the manner and at the times directed by the Dormitory Authority.
- D. If the Dormitory Authority, upon review of the Utilization Plan and the Monthly SDVOB Vendor Compliance reports determines that the Vendor is failing or refusing to comply with the Contract SDVOB goals and no waiver has been issued with respect to such non-compliance, the Dormitory Authority may issue a notice of deficiency to the Vendor. The Vendor shall 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 the Contract SDVOB goals.
- E. Vendor shall make and shall document its good faith efforts to utilize SDVOBs in the performance of the Contract. Evidence of required good faith efforts includes but is not limited to:
 - 1. Copies of solicitations to SDVOBs and any responses thereto;
 - 2. Explanation of the specific reason(s) each SDVOB responding to a Vendor's solicitation was not selected;
 - 3. Dates of any pre-bid, pre-award or other meetings attended by Vendor, if any, scheduled by the Dormitory Authority with certified SDVOBs which the Dormitory Authority determined were capable of fulfilling the SDVOB goals in the Contract;
 - 4. Information describing the specific steps undertaken to reasonably structure the scope of subcontracts and material orders for the purpose of subcontracting with, or obtaining materials from, SDVOBs;
 - 5. Other information relevant to the waiver request.
- F. Vendor's failure to use SDVOBs in accordance with the accepted Utilization Plan or any accepted revised SDVOB Utilization Plan shall be a material breach of the Contract and upon such breach, the Dormitory Authority shall be entitled to any remedy provided in the Contract, by law or regulation or at law or in equity, including but not limited to a finding the Vendor is non-responsible. If the Dormitory Authority finds the Vendor willfully and intentionally fails to comply with the Contract SDVOB goals, the Vendor shall pay damages to the Dormitory Authority as set forth in 9 NYCRR § 252.2(s).

Section 19.03 - Contract with No Goals

If the Notice and Information for Bidders does not establish an overall goal for SDVOB participation in
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this Contract, Vendors are still strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract 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. The Vendor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs in performance of the Contract as Subcontractors.