

#	Document & Section	Question	NYSPro Response
1	Appendix B	Attachment B won't open.	This issue has been resolved.
2	Appendix B §17 Pricing	Why must freight be included in price?	OGS declines to amend its pricing model. Except as otherwise expressly noted in the solicitation, prices must be inclusive of transportation costs. Contractors will be required to comply with the terms of Appendix B §17 Pricing. If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 Bid Deviations. Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
3	Appendix B §17 Pricing	Can we offer an option to purchase any Product at alternative "better than contract price" with freight terms of prepay and add "with the buyer bearing the freight cost"? (Note that the question submitted has been paraphrased.)	OGS declines to amend its pricing model. Except as otherwise expressly noted in the solicitation, prices must be inclusive of transportation costs. If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 Bid Deviations.
4	Appendix B §17(f) Best Pricing Offer	We have no way of monitoring all the pricing we have for various institutions. Are we going to be disqualified if we can't guarantee best pricing offer?	Contractors will be required to comply with the terms of Appendix B §17(f) Best Pricing Offer. If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 Bid Deviations. Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
5	Appendix B §52(d) Reimbursement of Costs Incurred	What kind of "costs and expenses incurred for acquiring acceptable services and/or replacement Product" are expected?	This will be determined by the Authorized User at the time of acquisition.
6	Appendix B §57 Cooperation with Third Parties	In what situations will we have to cooperate with third parties? Who are the possible third parties?	This will be determined by the Authorized User at the time of acquisition.
7	Appendix B §59 Warranties	Is it okay if our company warranty differs from the terms in this section and we are not able to comply with your warranty terms?	Contractors will be required to comply with the terms of Appendix B §59 Warranties. If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 Bid Deviations. Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
8	Appendix B §61 & 62 Indemnification	Can we modify the indemnification language, especially third party rights?	If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 Bid Deviations. Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
9	Appendix B §63 Limitation of Liability	Can we modify the limitation of liability language?	If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 Bid Deviations. Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
10	Appendix B §64 Disputes	Can we reserve the right to go to court, or have a neutral party handle the dispute resolution process?	Contractors will be required to comply with the terms of Section 6.20.1.A, which sets forth Dispute Resolution Procedures. If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 Bid Deviations. Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."

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11	Appendix B §65 <i>Software License Grant</i>	Depending on the product, we may not have the technical support available. Is it okay to modify this section?	If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 <i>Bid Deviations</i> . Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
12	Attachment 4 <i>Encouraging NYS Businesses</i>	We do not have the information for this form. Will this disqualify us?	Per Section 3.6 <i>Format and Content of Bid Submittal</i> : "After the Bid opening, each Proposal will be screened for completeness and conformance with the stated requirements for Bid submission as set forth herein. Any Bid not meeting these requirements may be deemed non-responsive and denied further consideration for award." The answer you provide on Attachment 4 will not be scored or affect your eligibility for award, however, a completed form is one of the stated requirements to bid.
13	Attachment 5 <i>Insurance Requirements</i>	Providing Certificate of Insurance and its other forms might take more than 5 days from contract award to provide. Can we change this to 30 days?	This may not be changed. Per Attachment 5 <i>Insurance Requirements</i> , proof of coverage must be provided within 5 business days of request.
14	Bid	Are Bidders allowed to make exceptions or clarifications to terms in the solicitation?	If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 <i>Bid Deviations</i> . Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
15	Bid	In the past, it's been challenging to determine which New York State Agencies are Authorized Users and which aren't. Can the State provide a list of Authorized Users allowed to purchase off this State Contract? (Note that the question submitted has been paraphrased.)	This may be provided to Contractor after award upon written request.
16	Bid	A couple of items such as customer references and financial stability state "upon written request". Is it correct that these are not required with the bid package, and must only be supplied if requested?	That is correct. Refer to Section 3.6 <i>Format and Content of Bid Submittal</i> for requirements for Bid Submission.
17	Bid §1.1 <i>Scope</i>	We would like to bid on Section 1.1.2. Please confirm we cannot bid that separately without bidding on Section 1.1.1?	Confirmed. Per Section 1.1 <i>Scope</i> : "Products in Section 1.1.2 will be considered for award ONLY in conjunction with a Bid from manufacturers of Products in Section 1.1.1."
18	Bid §1.1 <i>Scope</i>	Are we required to offer service/extended warranty?	No. Per Section 1.1 <i>Scope</i> : "Bids MUST contain Products from Section 1.1.1." Products from Section 1.1.2 <i>Related Options</i> are not required.
19	Bid §1.1 <i>Scope</i>	We are the exclusive distributor of our company's products in the US. Would our bid be accepted?	No. Per Section 1.1 <i>Scope</i> : "Bids will only be accepted from a manufacturer of Products in Section 1.1.1" See also Section 1.8 <i>Joint Ventures</i> .
20	Bid §1.1 <i>Scope</i>	What is the quantity required for each piece of equipment/instrumentation?	Per Section 1.2 <i>Estimated Spend and Quantities</i> , actual purchases will be determined by Authorized Users.
21	Bid §1.1 <i>Scope</i>	Will hand held radioisotope identifying gamma and neutron spectrometers be accepted under this solicitation?	Refer to Section 1.1 <i>Scope</i> for guidance on whether Products are appropriate for submission

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22	Bid §1.1 <i>Scope</i>	Will detectors, cryostats, dewars, electronics, and associated equipment used in association with the radioisotopic measurement spectrometers be accepted as part of the equipment submittal?	Refer to Section 1.1 <i>Scope</i> for guidance on whether Products are appropriate for submission.
23	Bid §1.1 <i>Scope</i>	Are laboratory autoclaves part of your upcoming acquisitions?	Refer to Section 1.1 <i>Scope</i> for guidance on whether Products are appropriate for submission. Per Section 1.2 <i>Estimated Spend and Quantities</i> , actual purchases will be determined by Authorized Users.
24	Bid §1.1 <i>Scope</i>	Are there instrument specification requirements (size, throughput, etc.)?	Specifications will be determined by Authorized Users at the time of purchase.
25	Bid §1.1 <i>Scope</i>	What types of plates will the plate reader and stacker need to accommodate?	Specifications will be determined by Authorized Users at the time of purchase.
26	Bid §1.1 <i>Scope</i>	What is the test menu for diagnostic test kits & reagents for all instrumentation?	This will be determined by Authorized Users.
27	Bid §1.1 <i>Scope</i>	What is the test methodology for all diagnostic test kits & reagents?	This will be determined by Authorized Users.
28	Bid §1.1 <i>Scope</i>	What is the test methodology required for all instrumentation?	This will be determined by Authorized Users.
29	Bid §1.1 <i>Scope</i>	What testing will be performed on the automatic immunoassay system?	This will be determined by Authorized Users.
30	Bid §1.1 <i>Scope</i>	What testing will be performed on the high throughput analyzer?	This will be determined by Authorized Users.
31	Bid §1.1 <i>Scope</i>	What testing will be performed on the multiplex bioassay system?	This will be determined by Authorized Users.
32	Bid §1.1 <i>Scope</i>	We would like to bid Products not specifically listed in Section 1.1.1. Are we allowed?	Yes, as long as such Products are appropriate for submission pursuant to the guidelines in Section 1.1 <i>Scope</i> . Per Section 1.1 <i>Scope</i> : "...examples of Products within the scope of this Solicitation. The examples are not meant to be exhaustive."
33	Bid §1.1 <i>Scope</i>	Will replacement parts and repairs be accepted with equipment submitted for this bid? (Note that the question submitted has been paraphrased.)	Yes, Bidder may offer repair parts and service pursuant to Section 1.1.2(d).
34	Bid §1.1 <i>Scope</i>	Are you firm on the statement "Bids will only be accepted from a manufacturer of Products in Section 1.1.1"?	Yes.
35	Bid §1.2 <i>Estimated Spend and Quantities</i>	What is the estimated volume by test analyte for each instrument?	This will be determined by Authorized Users.
36	Bid §3.3 <i>Proposal Liability</i>	Our list prices may change at the beginning of our fiscal year. In light of the requirement for bids to remain open for 365 days, may we submit a revised Manufacturers Price List at that time, if the contract has not been awarded yet?	No. Per Section 3.3 <i>Proposal Liability</i> : "Bids must remain open and valid for at least 365 days from the due date, unless the time for awarding the Contract is extended . . . a Bid shall continue to remain an effective offer, firm and irrevocable subsequent to such 365 day period until either tentative award of the Contract is made by OGS or withdrawal of the Proposal is made in writing by the Bidder."

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37	Bid §3.6 <i>Format and Content of Bid Submittal</i>	What section contains more information regarding the requirement of the "Current governmental and/or municipal Contract or current invoices showing discount and FOB point"? What is the purpose? How many invoices are required? Specific customer information would need to be redacted due to confidentiality issues.	Refer to Section 4.1 <i>Method of Award</i> for further information on this requirement. Invoices will be required for all Products offered in the event Bidder is unable to provide copies of contracts.
38	Bid §3.7 <i>Pricing Information</i>	You request commercial price lists in addition to Attachment 1. We can offer you a spreadsheet price list of the offered Product, with current list price offered. Would that be sufficient?	No. Per Section 4.2 <i>Nationally Published Pricelists</i> : "Bidder shall supply with their Bid a current copy of their nationally published pricelist(s) in its regularly published format detailing current list prices, and highlighting all Products the Bidder is offering. Failure to do so shall result in the rejection of the Bid." In addition, per Section 4.2, "If Products are not available through one of the types of nationally published pricelists referenced [in Section 4.2], the Products will not be offered under the Contract."
39	Bid §3.8 <i>Bid Deviations</i>	Should exceptions to Appendix B be included on Attachment 3? If so, how do we list them? (Note that the question submitted has been paraphrased.)	If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8 <i>Bid Deviations</i> . Pursuant to Section 3.8, "A Bidder shall explain any requested deviation(s) or qualification(s) in Attachment 3 <i>Mandatory Contractor Questionnaire</i> ." See Question 31 in Attachment 3 for further instructions. Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid."
40	Bid §4.1 <i>Method of Award</i>	You request either commercial price lists, GSA price lists, or invoices from the last 6 months. Considering the multiple products we will offer, how many invoices do you require?	Refer to Section 4.1 <i>Method of Award</i> for further information on this requirement. Invoices will be required for all Products offered in the event Bidder is unable to provide copies of contracts.
41	Bid §4.2 <i>Nationally Published Price Lists</i>	In the event some of our Products are not offered in our nationally published price lists, can we submit pricing and quotes for these Products separately? (Note that the question submitted has been paraphrased.)	No. Per Section 4.2 <i>Nationally Published Pricelists</i> : "Bidder shall supply with their Bid a current copy of their nationally published pricelist(s) in its regularly published format detailing current list prices, and highlighting all Products the Bidder is offering. Failure to do so shall result in the rejection of the Bid." In addition, per Section 4.2, "If Products are not available through one of the types of nationally published pricelists referenced [in Section 4.2], the Products will not be offered under the Contract."
42	Bid §5.2 <i>Contract Price List Modifications</i>	Will you accept annual reasonable price increases?	Pursuant to Section 5.2 <i>Contract Price List Modifications</i> , NYSPro will consider Contract Price List modifications annually. In addition, per Section 5.2.2, "Modification requests must be submitted to the Contract Manager listed on the Contract Award Notification 30-60 days prior to the anniversary date." Further, per Section 5.2.2, "OGS will review modification requests for 'reasonableness of price' of any new or existing Products." See Section 5.2 for further detail.
43	Bid §6.14 <i>Report of Contract Purchases</i>	Are you looking for total shipped dollars, or contract purchases only?	Attachment 7 <i>Report of Contract Purchases</i> requires Contractor to provide the "List Price" and "Net Price" of Products purchased. These terms are defined in Section 1.9 <i>Definitions</i> . Specifically, "Net Price" is "FOB destination and include[s] all customs, duties, and charges to any destination in New York State."
44	Bid §6.14 <i>Report of Contract Purchases</i>	Will New York State be responsible for requesting reports from Bidder on a quarterly basis?	The Contractor is responsible for submitting reports on a timely basis. Per Section 6.14 <i>Report of Contract Purchases</i> , "Failure to submit reports on a timely basis may result in Contract cancellation and designation of Contractor as non-responsible."
45	Bid §6.2 <i>Ordering</i>	Freight bills are not always available, and this information can be proprietary. Can we remove "add copy of freight bill"? Rates and freight terms should be established in the solicitation, and New York State should be bound by those terms so that no freight bill is required.	NYSPro declines to make the requested change. Pursuant to Section 6.2.1 <i>Minimum Order</i> , "at the Contractor's option, shipping costs from the Contractor's address (as stated in the Bid) may be added to invoice with a copy of the freight bill." This applies when Contractor honors an order for less than the minimum order of \$100.00. It is optional for the Contractor to add shipping costs to the order; if Contractor does not add shipping costs, a copy of the freight bill need not be supplied.

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46	Bid §6.23 MWBE	This is a pricing agreement, the only staffing would be our client services units. Would our government EEO-1 report suffice?	No. Pursuant to Section 6.23.2, "Bidder [] agrees to submit with the Bid a staffing plan on Form EEO 100 identifying the anticipated work force to be utilized on the Contract and if awarded a Contract, will, upon request, submit to the Authorized User, a workforce utilization report on Form EEO 101, identifying the workforce actually utilized on the Contract if known." Further, "Failure to comply with the foregoing requirements [in Section 6.23] may result in a finding of non-responsiveness, non-responsibility, and/or a breach of the Contract, leading to the withholding of funds, suspension, or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract." Per Section 6.23.3.D, "A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan." Bidders are advised to contact the MWBE Designated Contact listed in Section 6.23.5 with inquiries related to the MWBE provisions of the solicitation.
47	Bid §6.23 MWBE	We offer "off the shelf" Product through vendors which have already been contracted. No good faith opportunities exist. Can we offer our Federal Approved Subcontracting plan? (Note that the question submitted has been paraphrased.)	No. Pursuant to Section 6.23.3.A, "Bidders are required to submit a Utilization Plan on Form MWBE 100 with their Bid or Proposal." Pursuant to Section 6.23.3.D, "OGS may disqualify a Bidder as being non-responsive under the following circumstances: a) If a Bidder fails to submit a MWBE Utilization Plan; b) If a Bidder fails to submit a written remedy to a notice of deficiency; c) If a Bidder fails to submit a request for waiver; or d) If OGS determines that the Bidder has failed to document good faith efforts." Per Section 6.23.3.D, "A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan." Bidders are advised to contact the MWBE Designated Contact listed in Section 6.23.5 with inquiries related to the MWBE provisions of the solicitation.
48	Bid §6.23 MWBE	Is this a mandatory requirement? In the event Bidder is unable to comply with this section and/or provide utilization plan with proposal, will Bidder be rejected?	Pursuant to Section 6.23.3.A, "Bidders are required to submit a Utilization Plan on Form MWBE 100 with their Bid or Proposal." Pursuant to Section 6.23.3.D, "OGS may disqualify a Bidder as being non-responsive under the following circumstances: a) If a Bidder fails to submit a MWBE Utilization Plan; b) If a Bidder fails to submit a written remedy to a notice of deficiency; c) If a Bidder fails to submit a request for waiver; or d) If OGS determines that the Bidder has failed to document good faith efforts." Per Section 6.23.3.D, "A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan." Bidders are advised to contact the MWBE Designated Contact listed in Section 6.23.5 with inquiries related to the MWBE provisions of the solicitation.
49	Bid §6.23 MWBE	Is this a mandatory requirement? In the event Bidder is unable to comply with this section and/or provide compliance report, would the Bidder be rejected?	Pursuant to Section 6.23.3.E, "Contractors are required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract" Further, "Failure to comply with the foregoing requirements [in Section 6.23] may result in a finding of non-responsiveness, non-responsibility, and/or a breach of the Contract, leading to the withholding of funds, suspension, or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract." Per Section 6.23.3.D, "A Bidder who documents good faith efforts to meet the goal requirements may submit a request for a partial or total waiver on Form BDC 333, at the same time it submits its MWBE Utilization Plan." Bidders are advised to contact the MWBE Designated Contact listed in Section 6.23.5 with inquiries related to the MWBE provisions of the solicitation.

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50	Bid §6.8 <i>Shipping Charges</i>	We cannot always provide freight bills, and payment should not be waived because of this. (Note that the question submitted has been paraphrased.)	NYSPro declines to make the requested change. Pursuant to Section 6.8.2 <i>Expedited Delivery</i> , "Shipping costs must be prepaid by the Contractor and may be added to the invoice with a copy of the freight bill." This applies when expedited delivery is requested. It is optional for the Contractor to add shipping costs to the invoice; if Contractor does not add shipping costs, a copy of the freight bill need not be supplied. However, please note that there is no requirement to waive shipping and handling in section 6.8.
51	Bid §6.8 <i>Shipping Charges</i>	Are we able to revise the shipping terms if we do not agree to waive shipping and handling for all orders?	If Bidder wishes to submit extraneous terms or deviations from the terms set forth in the solicitation, Bidder must submit in accordance with Section 3.8, <i>Bid Deviations</i> . Per Section 3.8, "[e]xtraneous terms or material deviations (including additional, inconsistent, conflicting, or alternative terms) may render the Bid non-responsive and result in rejection of the Bid." However, please note that there is no requirement to waive shipping and handling in Section 6.8.
52	General	Does bid 22786 replace award 22669 for in-breath alcohol testing?	Bid 22786 is not intended to replace 22699.
53	General	Would you accept a piggyback to our current GSA schedule?	No. NYSPro is establishing new statewide contracts, and this is not a request to piggyback. Please respond to the Bid Solicitation in accordance with Section 3.6 <i>Format and Content of Bid Submittal</i> .
54	General	We are very busy, gearing toward our fiscal year end. May we have an extension of the bid submission deadline? (Note that the question submitted has been paraphrased.)	NYSPro declines this request. Refer to Section 1.3 <i>Periodic Recruitment</i> .
55	General	What is a restricted period?	Refer to Section 6.21 <i>Summary of Policy and Prohibitions on Procurement Lobbying</i> .
56	General	Is this the replacement of award 20767?	Yes, bid 22786 replaces award 20767.
57	General	Is it okay to require Authorized Users to reference the contract in order to receive discounted pricing? (Note that the question submitted has been paraphrased.)	Yes. Per Section 6.2 <i>Ordering</i> : "All orders shall reference Contract number, requisition, and/or purchase order number (if applicable)."