

Inquiry	Bid Document	Section Number	Inquiry	Answer
1	IFB	5.4.4	Does the CPI-U pertain only to increases? If CPI-U falls negative, this would then mean that no increase would be allowed.	Yes, the Escalation Cap applies only to price increase. If the National Consumer Price Index - All Urban Consumers (CPI-U), Not Seasonally Adjusted, U.S. City Average, All Items (Series Id: CUUR0000SA0, CUUS0000SA0) computation resulted in a negative value, then no increases would be allowed.
2	IFB	5.11	Please note that <i>where permitted by applicable law</i> , payments made by credit card will be subject to an additional two percent (2%) surcharge by [Vendor], the amount of which does not exceed [Vendor] applicable costs for accepting such credit card payments.	Surcharges will not be accepted for NYS Procurement Card transactions.
3	IFB	5.17	Do we need to create a leasing agreement with this bid proposal or does the leasing agreement get created when an Authorized User determines it wants leasing or financing?	<p>No. Pursuant to Invitation for Bids (IFB) (Revised October 15, 2015) Section 5.17, Mailing Equipment Leasing, “Bidders may offer Non-State Agency Authorized Users the option to lease Mailing Equipment under the resultant Contract pursuant to OGS’ standard leasing terms and conditions detailed in Attachment 9, Lease Agreement (Revised October 15, 2015). A Contractor who wishes to offer leasing must agree to OGS’ standard leasing terms and conditions and receive prior written approval from OGS. Leasing terms and conditions may not be revised without the consent of OGS.”</p> <p>Assuming a resultant Contractor has received written approval from OGS to offer leasing, the Lease Agreement is enacted when a Non-State Agency Authorized User opts to lease rather than purchase equipment and the Lease Agreement is signed by both parties.</p> <p>Please see revised Attachment 9, Lease Agreement (Revised October 15, 2015).</p>

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4	IFB	5.17	If the leasing agreement needs to be agreed to as part of this bid, who in OGS do we work with to obtain approvals and negotiate terms?	<p>Pursuant to Invitation for Bids (IFB) (Revised October 15, 2015) Section 5.17, Mailing Equipment Leasing, “Bidders may offer Non-State Agency Authorized Users the option to lease Mailing Equipment under the resultant Contract pursuant to OGS’ standard leasing terms and conditions detailed in Attachment 9, Lease Agreement (Revised October 15, 2015). A Contractor who wishes to offer leasing must agree to OGS’ standard leasing terms and conditions and receive prior written approval from OGS. Leasing terms and conditions may not be revised without the consent of OGS.”</p> <p>Bidders and resultant Contractors may offer leasing at their own discretion in accordance with OGS’ standard leasing terms and conditions upon OGS approval. The OGS Contract Manager will facilitate any required approvals.</p>
5	IFB	5.17	This clause states that rates must be for the length of the agreement. Does mean the length of the commodity agreement or the length of a leasing/financing agreement? Due to the volatile nature of the leasing and financing markets, Authorized Users credit ratings and other factors, we cannot guarantee rates will be available for five years.	Pursuant to IFB (Revised October 15, 2015) Section 5.17, Mailing Equipment Leasing, “Lease rates shall remain fixed throughout the term of any resultant contract and shall not exceed more than 10% of the purchase price of the equipment, as adjusted by the lease term (i.e., \$/# of months).”
6	IFB	5.17	How is the term Contractor defined in regards to this section. Is it as identified in Appendix A? In the senario where there is a lease/financing agreement, there are typically two Contractors - the OEM selling the product and the financing company supplying the lease/financial arrangement.	The term Contractor shall be defined in accordance with Appendix B, Section 2, Definitions.
7	IFB	5.17	There seems to be a conflict between this section and Appendix B section 15E and Appendix B section 67. Can you provide the process an Authorized User typically has to go through to obtain a lease/financing? Will an Authorized User still be able to purchase through financing or leasing if Bidder does not provide leasing as part of the bid response?	<p>OGS does not believe there is any conflict between IFB (Revised October 15, 2015) Section 5.17, Mailing Equipment Leasing and Appendix B Section 67, Ownership/Title to Project Deliverables.</p> <p>Bidders and resultant Contractors may offer leasing at their own discretion in accordance with OGS’ standard leasing terms and conditions pursuant to Attachment 9, Leasing Agreement (Revised October 15, 2015); however,</p>

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				Bidders and resultant Contractors are not required to offer leasing.
8	IFB	5.21	Please note that while we do agree to provide customary routine operator level preventive and corrective maintenance procedures, wiring schematics and preventive and corrective maintenance procedures beyond the customary routine operator level comprise trade secret information that we do not disclose to customers	Pursuant to IFB (Revised October 15, 2015) Section 5.21, Instruction Manuals, "Simultaneous with delivery, the Contractor(s) shall furnish to the Authorized User a complete instruction manual for the Product and for each component supplied if commercially available." The requirement applies only when Instruction Manuals are generally commercially available. OGS is not requiring Contractors to furnish confidential or proprietary information.
9	IFB	5.26	Mailing Machines are typically large pieces of equipment of a substantial dollar value. Is there a right to repair in addition to the Product Returns clause. Can the Authorized User request that we repair any issues in lieu of doing a Product Return?	Please see revised IFB (Revised October 15, 2015) Section 5.26, Product Returns Because of Quality Problems. The Authorized User shall elect whether to receive a replacement product, have the Contractor make any necessary repairs, or receive a credit/refund for the full purchase price.
10	IFB	5.26	Would NYS consider modifying the language to state "The Authorized User must conduct its inspection, and notify the Contractor within 10 calendar days with the Contractor present during inspection?"	OGS declines this request.
11	IFB	5.32	Insurance certifications were completed in July 2015. Are these certifications able to satisfy the bid request or would you prefer we provide updated versions?	No. Bidders shall provide all required insurance in accordance with Attachment 7, Insurance Requirements.
12	Attachment 9	Lease Agreement	For a certain [Vendor] product group (Production Mail Equipment categories), does the State have its own preferred third party leasing vehicle, which it could utilize? We understand that for certain transactions over \$250,000, this may be possible.	No.
13	Attachment 9	Lease Agreement	Would the State consider accepting title upfront on Lease-to- Own lease in order to receive a lower lease rate	OGS declines this request.
14	Attachment 9	Lease Agreement	Will the State allow an Authorized User to sign a federal tax form (8038/8038G) in order for Contractor to pass along tax benefits to Authorized User in form of lower lease rate for Lease –to- Own contracts?	The Authorized User may elect to sign a federal tax form (8038/8038G) subject to its legal authority to purchase from OGS centralized contracts and other applicable requirements governing its procurements.

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15	Attachment 9	Lease Agreement	Will the State consider the Authorized User to purchase equipment off the contract and have the equipment financed by a third party leasing company separate from this agreement?	OGS declines this request.
16	Attachment 9	Lease Agreement	Would the State consider a vendor to offer leasing provided by 2 different leasing vendors specific to products?	OGS declines this request.
17	Attachment 9	Lease Agreement	If the State were to cancel the State Contract in whole or in part, can the State verify that any underlying lease written under the Contract, prior to the termination of the State Contract, would remain in full force & effect until the end of their State Term?	In the event of a termination, the underlying leases will remain in effect. However, please be advised that a Non-State Agency Authorized User would retain the ability to terminate individual leases in accordance with Attachment 9, Lease Agreement (Revised October 15, 2015) Sections 15 and 16.
18	Attachment 9	Lease Agreement	Can the 12 month lease be omitted as it is not commonly offered in our commodities or found in other contracts?	Yes. Bidders and resultant Contractors may offer lease terms of 12, 24, 36, 48, or 60 months.
19	Appendix B	15E,67	Can Bidder as the Contractor selling the equipment recommend a leasing or financing company?	<p>No. Pursuant to Invitation for Bids (IFB) (Revised October 15, 2015) Section 5.17, Mailing Equipment Leasing, “Bidders may offer Non-State Agency Authorized Users the option to lease Mailing Equipment under the resultant Contract pursuant to OGS’ standard leasing terms and conditions detailed in Attachment 9, Lease Agreement (Revised October 15, 2015). A Contractor who wishes to offer leasing must agree to OGS’ standard leasing terms and conditions and receive prior written approval from OGS. Leasing terms and conditions may not be revised without the consent of OGS.”</p> <p>Assuming a resultant Contractor has received written approval from OGS to offer leasing, the Lease Agreement is enacted when a Non-State Agency Authorized User opts to lease rather than purchase equipment and the Lease Agreement is signed by both parties.</p> <p>Please see revised Attachment 9, Lease Agreement (Revised October 15, 2015).</p>
20	Appendix B	32	Please note that based upon the wide variety of products that this Contract will cover, the delivery times will be stated in each proposal/product agreement/order and the timeline will begin upon receipt of order.	Please see new IFB Section (Revised October 15, 2015) 5.60.2, Product Delivery. Pursuant to Section 5.60.2, “Delivery shall be made within 45 days after receipt of Purchase Order with the exception “made-to-order” or customized Products, which shall be delivered within

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				90 calendar days or otherwise agreed upon timeframe by the Authorized User and the Contractor. Delivery shall be no later than 45 days after receipt of Purchase Order with the exception "made-to-order" or customized Products, which shall be delivered within 90 calendar days or within an agreed upon timeframe by the Authorized User."
21	Appendix B	58.C	<p>It states: "Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one (1) year from the date of acceptance, whichever is longer (the "Product warranty period")." [Vendor]'s inquiry is based on the statement above that the products must have a 12 month warranty. The GSA contract warranty for these commodities is a 90 day period. By providing a 12 month warranty to the St. of New York the pricing for the solution would be higher than the published GSA contract price.</p> <p>Question 1. Is a 90 day warranty acceptable?</p> <p>Question 2. If the answer to question 1 is no will the St. of New York accept a product/solution price with a 12 month warranty that is higher than GSA product/solution pricing with a 90 day warranty?</p>	<p>1. No.</p> <p>2. Pursuant to Appendix B Section 58.c, Product Warranty, "Contractor further warrants and represents that Products, components or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be free from defects in material and workmanship and will conform to all requirements of the Contract for the manufacturer's standard commercial warranty period, if applicable, or for a minimum of one (1) year from the date of acceptance, whichever is longer (the "Product warranty period")." Bidder shall bid accordingly.</p>
22	Appendix B	64	<p>Is it the States understanding/intention that the goods and services provided under this Section and the contract (i) do not require either party to engage in any development to create works (Work for Hire) and (ii) that each license and other products delivered derive from pre- existing works? [Vendor] shall retain ownership of any existing intellectual property rights relating to its products, software or work performed under this agreement, and to any intellectual</p>	<p>No development to create works (Work for Hire) is required under this Contract. OGS declines this request.</p>

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			<p>property rights relating to its products, software or work performed which may be developed during the terms of this Agreement, and to any intellectual property that is a derivative form of [Vendor]'s pre-existing rights. If development work is required by the State, is the State willing to sign a separate development agreement that can be negotiated and executed by the parties?</p>	
23	Appendix B	67	<p>Is it the States understanding/intention that the goods and services provided under this Section and the contract (i) do not require either party to engage in any development to create works (Work for Hire) and (ii) that each license and other products delivered derives from pre-existing works? Particularly for Custom Products (67, b, ii), ownership and IP rights for any products, software or work performed under this Agreement shall remain with [Vendor]. The State shall have the non-exclusive, perpetual right to use any created work products unless specifically identified and so stated otherwise in a development agreement between the parties. The State may use software, pursuant to the terms and conditions of the specific [Vendor] software agreement. [Vendor] shall retain ownership of any existing intellectual property rights relating to its products, software or work performed under this agreement, and to any intellectual property rights relating to its products, software or work performed which may be developed during the terms of this Agreement, and to any intellectual property that is a derivative form of [Vendor] pre-existing rights. If development work is required by the State, is the State willing to sign a separate development agreement that can be negotiated and executed by the parties?</p>	<p>No development to create works (Work for Hire) is required under this Contract. OGS declines this request.</p>
24	General		<p>Does our Leasing/Financing partner need to complete the same information in regards to corporate information, such as tax id number, vendor id number, etc., as part of this</p>	<p>No. Please note that any Lease Agreements entered into under the resultant Contract shall solely be between the Contractor listed on this OGS award and Non-State</p>

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			bid response/process? Do they need to make all the same certifications, etc.?	Agency Authorized User, and no other party.
25	General		Is there a specific contract like this that our Leasing/Financing partner should be on to be able to participate with financing? Are there any additional requirements for Leasing/Financing partners?	No.
26	Attachment 1	Pricing	Where can the vendor list pricing for maintenance and software care. The spreadsheet is locked and also states that columns cannot be added. Most of the products/solutions have a either a annual maintenance fee or annual software fee. It would be easier to understand the pricing spreadsheet if two additional columns can be added which would be: Annual Maintenance Price and Annual Software Care Price	<p>Pursuant to IFB (Revised October 15, 2015) Section 5.2, Pricelists/Discounts, “The State will have one standardized format for all Contract pricelists. Each Bidder must submit their proposed Product and service offerings on Attachment 1, Pricelist detailing SKU/part number, item description, List Pricing, discount percentage, and Net Pricing for each Product and service on the pricelist that the Bidder is proposing.”</p> <p>Pursuant to the the Instructions Worksheet of Attachment 1, Pricelist, Pricelists may be segmented by Product or service type at the discretion of the Bidder by inserting new rows and formatting them (i.e. by using highlighting/shading, italics, bold and/or color fonts); however, Bidder shall not attempt to add additional columns or modify formulas in Column E. Any attempt to alter or modify the Worksheet beyond what is allowed may result in bid being deemed non-responsive and rejected. Bidders shall submit Bid pricing accordingly.</p>