

Inquiry	Bid Document	Section Number	Inquiry	Answer
1	IFB	1.8	Will the State consider adding the definition of postage meter?	OGS declined the request. As defined by the USPS, a postage meter is: "A device that can print one or more denominations of postage onto a mailpiece or meter tape. It is available for lease only from designated manufacturers." ( <a href="http://pe.usps.com/businessmail101/glossary.htm">http://pe.usps.com/businessmail101/glossary.htm</a> )
2	IFB	5.15	Will the State allow the purchasing entity to enter into a mutually agreeable software license & maintenance agreement and SOW when applicable?	OGS declines this request.
3	IFB	5.16	As an OEM of products, we also provide a select number of 3 <sup>rd</sup> party products to complement our overall product offering. Will the State allow the purchasing entity to enter into a separate agreement pursuant to 3 <sup>rd</sup> party products?	OGS declines this request.
4	IFB	5.17	Can more than one third party financing company be offered by a Vendor?	Any Lease Agreements entered into under the resultant Contract shall solely be between the Contractor and Non-State Agency Authorized Users, and no other party.
5	IFB	5.18	In order to comply with USPS regulations will the State add the following as the last sentence of this section "An Authorized User renting or leasing a Postage Meter must comply with United States Postal Service ("USPS") rules and regulations governing the use of such Postage Meter including but not limited to the USPS Acknowledgement of Deposit."?	OGS declines this request as postage is not within the scope of the contract.
6	IFB	5.24	[Vendor] includes the PO# on the packing slip as standard procedure on the packaging, is this acceptable to the State?	As indicated is Section 5.24: "Purchase order numbers, where required by the ordering Authorized User, must appear on the outside of each carton delivered."
7	IFB	5.26	Will the State consider the pickup of equipment to be within 15 business days rather than 10 days?	OGS declines this request.

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8	IFB	5.32	Will the State accept a certificate of renewal or replacement policy within 30 days AFTER the expiration of any policy renewal or replacement?	OGS declines this request.
9	IFB	5.33	Will the state consider allowing a 30 day turnaround instead of fifteen, or by the 30 <sup>th</sup> of the following month for reporting?	OGS declines this request.
10	Appendix B - General Specifications (May 2015)	15b	For “net pricing,” since we are shipping domestically and taxes vary, is it acceptable to define net pricing as including the goods and transportation only?	OGS declines this request.
11	Appendix B - General Specifications (May 2015)	15d	Is it acceptable to apply the same discount for State of NY entities regardless of whether they are an educational institution or not?	Yes, the same discount can be applied to State and Non-State Agency Authorized Users, including educational entities.
12	Appendix B - General Specifications (May 2015)	15e	Can the State provide a copy of the Consent and Acknowledgment” agreement?	OGS declines the request. Please refer to Attachment 9 – Lease Agreement (Revised October 15, 2015)
13	Appendix B - General Specifications (May 2015)	19	For products which Contractor cannot provide sample would the State accept a site visit?	The Authorized User has the sole discretion to determine what is acceptable in lieu of a sample.

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14	Appendix B - General Specifications (May 2015)	58	Can the reference to “All costs for materials, labor, and transportation incurred to repair or replace Products, parts, components, or systems as a whole during the warranty period shall be borne solely by the Contractor, and the State or Authorized User shall in no event be liable or responsible therefor.” be struck as it is redundant to the what is already stated in APPENDIX B, section 58 (c) two paragraphs prior that states “During the Product warranty period, defects in the materials or workmanship of Products, components, or parts specified and furnished by or through Contractor, whether specified and furnished individually or as a system, shall be repaired or replaced by Contractor at no cost or expense to the Authorized User.” ?	OGS declines this request.
15	Appendix B - General Specifications (May 2015)	64d	With the State’s expectation of “New” licensed software product releases as well as software product upgrades under its maintenance provisions, is the state agreeable to paying the applicable installation fees for Contractor staff to perform such an upgrade to software already successfully in production for the original intent and purpose?	Yes, if the Contractor normally charges a fee new licensed software product releases and software product upgrades in their normal course of business and pricing is included under the Contractor’s Contract Pricelist.
16	Appendix B - General Specifications (May 2015)	32	Will the State consider adding the following “ In the event an Authorized User requests a highly configured built to order product the Vendor shall commit to a delivery date range of 90 to 180 days a/r/o.”?	OGS declines this request. Pursuant to IFB 22941 (Revised October 15, 2015) Section 5.60.2, Product Delivery, “Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract. 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 90 calendar days or otherwise agreed upon timeframe by the Authorized User and the Contractor.”

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17	Appendix B - General Specifications (May 2015)	General	Select products may have a separate line item on the price list for installation in lieu of the installation cost imbedded in the equipment sale price. [Vendor] requests approval to maintain a separate line item some products to cover the installation for ease of management of the price book. Is this acceptable to the State?	OGS declines this request. Pursuant to IFB 22941 (Revised October 15, 2015) Section 5.1, Price, "Net Price shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the ordering Authorized User including all unloading, moving to point of use, uncrating, assembling, complete installation, adjusting, connecting all services and leaving ready to operate to the full extent of its design capabilities."
18	Attachment 1 - Pricelist	N/A	Will State accept only electronic versions of pricebooks in order to save resources, time as well as being searchable?	<p>For purposes of the IFB:  Pursuant to IFB 22941 (Revised October 15, 2015), Section 3.7 Bid Submittal Instructions, the completed Attachment 1 – Pricelist (Microsoft Excel) is to be submitted on portable electronic media.</p> <p>For purposes of a resultant Contract:  Pursuant to IFB 22941 (Revised October 15, 2015), Section 5.2, Pricelists/Discounts, "Subsequent to award, Contractor shall be required to furnish, without charge, copies of the Pricelist identical to that accepted with their Bid, including any changes (additions, deletions, etc.) pursuant to the Contract, to Authorized Users which request it. Pricelists may be furnished in either hard-copy or electronic format. If available in both formats, they shall be furnished in the format preferred by the requesting Authorized User."</p>
19	Attachment 1 - Pricelist	N/A	Consumable supplies are in the current OGS and the list is integrated into the new equipment price list. Does OGS wish for us to quote supplies and integrate supply items into the existing spreadsheet or may we add as a separate tab?	As stated in the Instructions to Attachment 1 Pricelist: "The State will have one standardized format for all Contract pricelists... 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."

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20	Attachment 1 - Pricelist	N/A	Do we include renewal annual maintenance service in attachment 1 or would it be acceptable to have a separate tab for renewal price list?	As stated in the Instructions to Attachment 1 Pricelist: "The State will have one standardized format for all Contract pricelists... 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."
21	Attachment 1 - Pricelist	N/A	Will the State accept multiple tab worksheets for pricebooks?	No. As stated in the Instructions to Attachment 1 Pricelist: "The State will have one standardized format for all Contract pricelists... 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."
22	Attachment 7 - Insurance Requirements	General	Will the State accept a copy of the Acord Form Certificate of Insurance as acceptable evidence?	As a reminder, the Acord form and endorsements are not due until a tentative award has been made. The Acord form shall comply with Attachment 7 – Insurance Requirements. The Acord form is NOT acceptable proof of New York State Workers' Compensation Coverage or NYS Disability Insurance.