

Group 10201 Solicitation 23241 – PHARMACEUTICALS (Individual Prescriptions), (Statewide and Regional)

Responses to Bidder Inquiries

#	Solicitation Document Name	Document Section (Name or No.)	Comment/Question	Response
1	IFB Main Document	1.1, <i>Overview</i>	Does this solicitation also include DDSO, correctional facilities, and psychiatric centers?	“Yes. Section 1.1 <i>Overview</i> provides in pertinent part “This centralized commodities Contract(s) will be available for use by any Authorized User, as that term is defined in State Finance Law § 163(1)(k), across the State of New York, including but not limited to: New York State agencies; public authorities; political subdivisions such as cities, towns, and villages; school districts; the State University of New York (SUNY); The City University of New York (CUNY); and certain other associations, entities and non-profit organizations designated as Authorized Users under State Finance Law § 163(1)(k). DDSOs, correctional facilities, and psychiatric centers that fall within the definition of Authorized Users under State Finance Law § 163(1)(k) are eligible to utilize the contract.”
2	IFB Main Document	1.2, <i>Scope</i>	Is it possible to obtain the demographics for each region? 1. Number of lives serviced by county, 2. Number and type of agency/programs, 3. Number of residents per agency	OGS is unable to provide that information. See Section 1.3, <i>Estimated Quantities</i> . “A Contract resulting from this Solicitation will be an Estimated Quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation.”
3	IFB Main Document	1.2, <i>Scope</i>	Are pharmacy reviews required? If so, does the pricing need to be included for the pharmacy reviews?	No, pharmacy reviews are not part of this Solicitation.

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4	IFB Main Document	1.2, <i>Scope</i>	May we include other pharmacy-related ancillary or value added services?	No. The scope of the contract does not allow for the inclusion of additional services. Specifically, Section 1.2, <i>Scope</i> , provides in pertinent part: "The intent is to award multiple statewide and regional Contracts to Contractors in order to provide New York State facilities, political subdivisions, and other Authorized Users that do not have in-house pharmacists to dispense drugs with the ability to purchase and have delivered dispensed individual Prescriptions and/or limited Over-the-Counter pharmaceutical products at discounted prices."
5	IFB Main Document	1.2, <i>Scope</i> , 5.24, <i>Report of Contract Usage</i>	Can we get a list of entities that utilized the present contract from Region 2 and and Region 4 and the dollar amounts of each?	This information is not available.
6	IFB Main Document	1.3, <i>Estimated Quantities</i>	The anticipated dollar value of this awarded solicitation is stated at \$22M annually. Can you provide the most recent 12 month utilization of prescribed medications by region?	OGS is unable to provide that information. See Section 1.3, <i>Estimated Quantities</i> . "A Contract resulting from this Solicitation will be an Estimated Quantity Contract. No specific quantities are represented or guaranteed, and the State provides no guarantee of individual Authorized User participation."
7	IFB Main Document	1.3, <i>Estimated Quantities</i>	Can you provide utilization on high-cost or specialty medications (i.e.: HIV and hepatitis)?	This information is not available.
8	IFB Main Document	1.3, <i>Estimated Quantities</i>	For Region 4 what is the total annual volume in dollars?	This information is not available.
9	IFB Main Document	1.3, <i>Estimated Quantities</i>	For Region 4 How many residents are serviced annually?	This information is not available.
10	IFB Main Document	1.3, <i>Estimated Quantities</i>	For Region 4 How many total Rx's are filled annually?	This information is not available.
11	IFB Main Document	1.3, <i>Estimated Quantities</i>	For Region 4 How many total facilities are serviced ?	This information is not available.
12	IFB Main Document	1.3, <i>Estimated Quantities</i>	For Region 4 of the total annual volume in dollars what percentage is billed to the NYS as per the pricing schedule?	This information is not available.

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13	IFB Main Document	1.5, <i>Key Events/Dates</i>	Is the contract approval date/ award publish date the date the contracted services are to begin?	Yes, the contracted award period/award publish date is the date that services are to begin. Please see Section 5.1 <i>Contract Term and Extensions</i> , “ The Contract term shall commence after all necessary approvals and shall become effective upon the date of OSC approval of the final executed documents.”
14	IFB Main Document	1.9, <i>Definitions</i> 5.3, <i>Price</i> 5.4, <i>Generic and Brand Name Products</i>	The 2015 bid for these services, and current contract, has a separate pricing category and definition for “High Cost Tier” drugs. The current bid no longer has the “High Cost Tier” pricing category and makes no reference to these items. If the former “High Cost Tier” items are to now be included within the Brand pricing, bidders will be forced to take precautionary and therefore less discounted pricing for the Brand pricing category. Will you consider either: 1) Specifically excluding from the current bid / future contract the drugs previously referred to as “High Cost Tier”; or 2) Adding a “High Cost Tier” category into the current bid?	There is no High Cost Tier for this Solicitation. In the prior solicitation OGS included the High Cost Tier which primarily included a few Hepatitis C medications. Based upon historical data from the previous solicitation, OGS determined that the High Cost Tier was no longer needed. 1) The sales of the few drugs which were specified as “High Cost Tier” have significantly diminished as competitors released new drugs to the market and demand/spend has shifted in keeping with the market. There is no need to exclude those few drugs since there is no demand for them. OGS has not received any requests to add any drugs to the High Cost Tier throughout the life of the current Contract; Contractors have already been selling higher cost drugs under their Brand Name Discount Percentage.

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15	IFB Main Document	2, <i>Bidder Qualifications</i>	Requires copies of NYS BNE licenses. We are not aware that the BNE issues licenses to a pharmacy in order to operate. Is this referring to a potential Class 11 that a pharmacy may have?	<p>Correct, a NYS Bureau of Narcotic Enforcement (BNE) license will not be required unless the Bidder has a Class 11 license (Pharmacy – Automated Dispensing System (ADS))</p> <p>Section 2. <i>Bidder Qualifications</i>, has been revised with the following language:</p> <p>“Bids will only be accepted from established New York State licensed and registered “pharmacy establishments.”</p> <ul style="list-style-type: none"> a. The Bidder shall submit copies of their NYS Board of Pharmacy and DEA registration for controlled substances. b. In addition, if the Bidder is a Class 11 licensee, Bidder shall submit a copy of their NYS Bureau of Narcotic Enforcement license. <p>The copies of the applicable licenses shall be provided with Bid submittal.”</p>

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16	IFB Main Document	2, <i>Bidder Qualifications</i>	<p>Bidder is both an established brick-and-mortar pharmacy business as well as a national mail-order pharmacy business. As a national mail-order pharmacy business, Bidder dispenses medication in all U.S. regions (states) including the State of New York. Bidder is licensed in all states and also registered as an establishment in all states. Nevertheless, the business does not currently have a NYS Bureau of Narcotic Enforcement license. The business also does not have DEA license in the state of NY. Majority of the business revolves around dispensing cost effective generic medication. Can the business place a bid and/or be accepted without these licenses in place at the time of the submission? The business can and will obtain these licenses if awarded the contract.</p>	<p>A NYS BNE license will not be required unless the Bidder has a Class 11 license (Pharmacy – Automated Dispensing System (ADS)).</p> <p>No, the copies of the applicable licenses must be provided with bid submittal.</p> <p>Section 2. <i>Bidder Qualifications</i>, has been revised with the following language:</p> <p>“Bids will only be accepted from established New York State licensed and registered “pharmacy establishments.”</p> <ul style="list-style-type: none"> a. The Bidder shall submit copies of their NYS Board of Pharmacy and DEA registration for controlled substances. b. In addition, if the Bidder is a Class 11 licensee, Bidder shall submit a copy of their NYS Bureau of Narcotic Enforcement license. <p>The copies of the applicable licenses shall be provided with Bid submittal.”</p>

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17	IFB Main Document	2, <i>Bidder Qualifications</i>	The RFP asks for a NYS Bureau of Narcotics Enforcement license. As a registered pharmacy with an active Federal DEA license we do not have need for this particular license. Do we meet the requirements of this solicitation with just the NYS Board of Pharmacy and DEA licenses?	<p>Yes, a Bidder that is a registered pharmacy with the NYS Board of Pharmacy and with an active Federal DEA license will meet the Bidder Qualifications of this Solicitation.</p> <p>A NYS Bureau of Narcotics Enforcement license is only required for Class 11 licensees.</p> <p>Section 2. <i>Bidder Qualifications</i>, has been revised with the following language:</p> <p>“Bids will only be accepted from established New York State licensed and registered “pharmacy establishments.”</p> <ul style="list-style-type: none"> a. The Bidder shall submit copies of their NYS Board of Pharmacy and DEA registration for controlled substances. b. In addition, if the Bidder is a Class 11 licensee, Bidder shall submit a copy of their NYS Bureau of Narcotic Enforcement license. <p>The copies of the applicable licenses shall be provided with Bid submittal.”</p>
18	IFB Main Document	3.5, <i>Delivery</i> 3.6, <i>Important Building Access Procedures</i>	Has the moratorium on hand delivered bids been lifted?	No, OGS is not accepting bids hand delivered by Bidders at this time, per Section 3.6, <i>Important Building Access Procedures</i> .

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19	IFB Main Document	4.1, <i>Method of Award</i>	Do we use these figures listed and insert our discounts to provide the total dollar value?	<p>No, per Section 4.1 Method of Award, "Bidder shall offer a single Discount percentage (must be greater than 0%) from the AWP (Average Wholesale Price) for each Item, except for the Dispensing Fee which should be submitted as a dollar value without any Discount."</p> <p>Bidder will enter the values as described above into the Attachment 1 – <i>Pricing</i> and the total dollar value will be calculated automatically.</p>
20	IFB Main Document	4.1, <i>Method of Award</i>	For Region 4 is it ethical / legal to bid AWP - 100% if the insurance volume is great enough to off set?	OGS cannot make this determination for a Bidder.
21	IFB Main Document	4.1, <i>Method of Award</i>	For Region 4 how will the volume be split between the 2 award winners?	There is no mechanism to intentionally split sales volume between the two Awardees. Per Section 1.3, <i>Estimated Quantities</i> , "The individual value of each resultant Contract is indeterminate and will depend upon the number of Contracts issued and the competitiveness of the pricing offered. Authorized Users will be encouraged to purchase from Contractors who offer the Products and pricing that best meet their needs in the most practical and economical manner."

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22	IFB Main Document	4.3, <i>Procurement Instructions for Authorized Users</i>	Can State entities use other sources for pharmaceuticals if the price is at or below the state contracted price?	<p>Yes, per Section 4.3, <i>Procurement Instructions for Authorized Users</i>,</p> <p>“The resultant Contracts will be issued under a multiple award structure. Authorized Users shall procure Products that best meet their form, function, and utility requirements.</p> <p>Before proceeding with their purchase, Authorized Users shall check the list of Preferred Source offerings and are reminded that they must comply with State Finance Law, particularly § 162, regarding commodities/services provided by preferred source suppliers.</p> <p>Pursuant to State Finance Law § 163(10)(c), at the time of purchase, Authorized Users must base their selection among multiple Contracts upon which is the most practical and economical alternative that is in the best interests of the State.”</p> <p>And per Section 5.32 <i>Overlapping Contract Products</i> “Products available under the resulting Contracts may also be available from other New York State Contracts. Authorized Users will be advised to select the most cost effective procurement alternative that meets their program requirements and to maintain a procurement record documenting the basis for this selection.”</p>

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23	IFB Main Document	5.1, <i>Contract Term and Extensions</i>	Can you provide guidance on the expected process should a current OGS vendor also be awarded a new OGS contract pursuant to the current bid? Is it OGS's expectation that any Authorized Users utilizing a current OGS vendor's contract are to continue receiving services from the OGS vendor, uninterrupted, as the current OGS vendor transitions to the new OGS contract awarded as a result of the bid? If so, can we include a list of the Authorized Users currently using the vendor's services in the response to the bid or in any post-bidding documentation that will be part of the final contract so that it is clear the new bid terms and contract apply to the currently serviced Authorized Users?	<p>1. Yes, should an incumbent receive an award under this Solicitation, services should continue uninterrupted if there is no lapse between the current Contract and the new Contract</p> <p>2. No, a list of Authorized Users currently using a Contractor's services is not necessary; the new terms and conditions will apply to all Authorized Users who choose to use the new Contract.</p>
24	IFB Main Document	5.3, <i>Price</i>	May we include an additional discount schedule in addition to the 50 OTC items?	There is no language referring to any specific number of OTC items in this Solicitation. Please see Attachment 1 - <i>Pricing</i> for instructions on how to enter Discounts for a Bid.
25	IFB Main Document	5.3, <i>Price</i>	Will OGS permit vendors to increase pricing during the terms of the parties' contract in the event that a compliance-based pricing increase is necessary due to the rates and pricing terms for facility-pay products and services becoming less than the pharmacy's actual cost and/or the fair market value of such products and services?	No, Per Section 5.3 <i>Price</i> , "All Bid pricing shall include all customs duties and charges and be net, F.O.B. destination any point in New York State as designated by the Authorized User. Price shall be determined by applying the quoted Discount to the Average Wholesale Price (AWP) as listed in the Wolters Kluwer Health's "Medi-Span" effective at the time of order plus the addition of the quoted Dispensing Fee."
26	IFB Main Document	5.6, <i>Emergency Purchasing</i>	Do bidders need to have a toll-free number at the time of submitting the bid or can it be obtained if/when the bidder is awarded the contract?	The language has been revised as follows in Section 5.6, <i>Emergency Purchasing</i> , "The Contractor shall provide a toll-free telephone number for emergency service, available and staffed seven (7) days a week, twenty-four (24) hours a day. Given the nature of the Products, emergency service contact information including the toll-free number and e-mail must be provided within five calendar days of receipt of Notification of Tentative Award. Failure to provide emergency contacts may result in delay or suspension of contract award."

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27	IFB Main Document	5.9, <i>Ordering</i>	Bidder is well versed in mail-order distribution and delivery of medication to its customers throughout the U.S.. The business relies on USPS Priority Mail which takes 2 days for delivery. The initial medication (first-fill) order may take 2 days but all subsequent orders/re-fills will not, as our re-fill automation anticipates up-coming refills and accomodates timley delivery. Is 2-day delivery for the first order/first-fill suitable for this contract?	<p>No. Per Section 5.13, <i>Product Delivery</i>, When an order is received before 2:00 p.m. EST (Mondays through Fridays) excluding NYS Holidays and federal holidays, the Contractor will deliver the item(s) before noon on the following day to the address provided with the order.</p> <p>Orders received after 2:00 p.m. EST (Mondays through Fridays) or on Saturdays, Sundays, NYS Holidays or federal holidays, will be delivered to the address provided with the order no later than 12:00 noon two days later. Every effort should be made to complete deliveries on the same or next day.</p>
28	IFB Main Document	5.9, <i>Ordering</i>	It specifies a valid Electronic Prescriptions must be transmitted. Are written and/or telephoned prescriptions not valid to fill/process?	No, per Section 5.9, <i>Ordering</i> , "A valid Electronic Prescription must be transmitted directly from a licensed prescriber to the contracted pharmacist/pharmacy before an order can be placed by an Authorized User."
29	IFB Main Document	5.9, <i>Ordering</i> 5.12, <i>Invoicing and Payment</i>	Are you requesting a separate invoice be prepared for every delivery? If it's a difference agency will the invoicing be different or is the payment being provided from one source? We have on our Rx sheets (delivery manifest) when we provide the medication to the home or facility with the complete breakdown, including all the information you are requesting. Is that sheet attached to each medication enough or will a traditional invoice be requested for all deliveries to that site?	<p>1. Yes, per Section 5.12 <i>Invoicing and Payment</i> "The Contractor is required to provide the Authorized User with one invoice for each Purchase Order at the time of delivery."</p> <p>2. Yes, different Agencies will have different invoices.</p> <p>3. No, a traditional invoice is required in accordance with Section 5.12, <i>Invoicing and Payment</i>.</p>

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30	IFB Main Document	5.10, <i>Purchasing Card</i>	Is the state purchasing card a standard credit card?	Per Appendix B Section 15. <i>Purchasing Card</i> "The State's Purchasing Card program is designed to be an efficient and cost effective way to expedite purchases. The Purchasing Card (also referred to as the Procurement Card) is a credit card that enables Authorized Users to make authorized purchases directly from a Contractor without processing formal Purchase Orders. Purchasing Cards are issued to selected employees who are authorized to make purchases for the Authorized User. Cardholders can make purchases directly from any Contractor that accepts the Purchasing Card."
31	IFB Main Document	5.12, <i>Invoicing and Payment</i>	Please indicate historically the percentage of billing to OGS, Medicaid, 3rd party, etc.	Contractors are to bill the Authorized Users directly for purchases as payment will be made by each Authorized User.
32	IFB Main Document	5.12, <i>Invoicing and Payment</i>	For Region 4 of the total annual volume in dollars what percentage is billed to Medicaid, Medicare Part D and Private Insurance?	This information is not available.
33	IFB Main Document	5.12, <i>Invoicing and Payment</i>	What is the anticipated percentage of filled prescriptions that are billed directly to the state agencies covered in this solicitation versus the residents' health insurance plan?	This information is not available.
34	IFB Main Document	5.12, <i>Invoicing and Payment</i>	5.12 requires detailed invoicing at the time of each delivery. Can you provide a sample of a current invoice?	No, OGS Procurement Services does not receive invoices and cannot provide a sample. Contractors must include the detailed information specified per Section 5.12 <i>Invoicing and Payment</i>
35	IFB Main Document	5.13, <i>Product Delivery</i>	Are there any restrictions on using national carriers, such as FedEx, in times of emergency?	No, there are no restrictions in this Solicitation in regard to using outside carriers.
36	IFB Main Document	5.13, <i>Product Delivery</i>	Please clarify if deliveries will be to central locations and/or residences.	Per Appendix B Section <i>Product Delivery</i> , " Delivery must be made as ordered to the address specified on the Purchase Order and in accordance with the terms of the Contract."
37	IFB Main Document	5.19, <i>Web-Based Ordering</i>	Do any of the facilities use an E-Mar (electronic medication administration record)	Yes, some Authorized Users use E-Mar.

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38	IFB Main Document	5.19, <i>Web Based Ordering</i>	Is there a web based ordering system currently in place as described? If so, can you provide a website link?	OGS cannot provide access to a web based ordering system since a secure login is required for users to set up an account. Bidders can visit websites of the incumbent of Award 22884 on the OGS website here: https://online.ogs.ny.gov/purchase/spg/pdfdocs/1020122884ContractorInfo.pdf
39	IFB Main Document	5.19, <i>Web-Based Ordering</i>	Do any of the facilities use an HER (electronic health record)	This information is not available.
40	IFB Main Document	5.38, <i>Resellers</i>	In very rare cases, if there is an emergency and the medication is needed immediately, we use a third party emergency medication service. They are ultimately an extension of our pharmacy, is this organization considered a reseller?	Please refer to the criteria in Section 5.38 <i>Resellers</i> . If an entity meets all of the criteria of a Reseller, then it could be considered a Reseller of the Contractor.
41	Attachment 4 - <i>Insurance Requirements</i>		Please clarify if a copy of our organization's certificate of insurance will meet the "proof of compliance" requirement?	Attachment 4 requires that the Contractor deliver to OGS evidence of the required coverage in a form acceptable to OGS. Typically that means provision of a certificate of insurance evidencing the required coverage, (including but not limited to evidence of waiver of subrogation and primary and non-contributory coverage), additional insured endorsements and proof of workers' compensation and disability benefits insurance in accordance with Sections 57 and 220 of the New York State Workers' Compensation Law. Additional documentation and clarification may be requested. An ACORD form is NOT acceptable proof of workers' compensation and disability benefits coverage.

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42	Attachment 4 - <i>Insurance Requirements</i>	A(2)	This section indicates that all policies shall be written on an occurrence basis. Our Cyber and Professional Liability policies are written on a claims-made basis. Will OGS make an exception for these claims-made basis policies?	Section B. 3. And B. 4. both state "If the policy is written on a claims made basis, the Contractor must purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one (1) year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable."
43	Attachment 4 - <i>Insurance Requirements</i>	A(6)	This section states "Deductibles or self insured retentions above \$100,000.00 are subject to approval from OGS." We are a very large organization and all of our deductibles and self insured retentions exceed \$100,000.00. Can you confirm this is acceptable?	As per stated in Section A. 6. "approval shall not be unreasonably withheld, conditioned or delayed." OGS has a consistent and expeditious process to approve deductibles and self-retentions over \$100,000.
44	Attachment 4 - <i>Insurance Requirements</i>	A(7)	The only subcontractor our organization utilizes for service to OGS is our delivery courier. We require our couriers to provide insurance in the amount and limits appropriate for the risk and nature of their services, but cannot guarantee such coverage complies with each and every requirement of Attachment 4. Can you confirm this is acceptable?	Commercial carriers for deliveries are not considered subcontractors for Attachment 4 requirements. OGS accepts commercial carriers acquire insurance based on their business needs.
45	Attachment 4 - <i>Insurance Requirements</i>	A(8)	Is it acceptable to modify (modifications are in CAPS) the beginning of this section to state, "For all liability policies (with the exception of Professional Liability Insurance AND DATA BREACH / CYBER LIABILITY)..."?	OGS respectfully declines. Cyber Liability generally has manuscripted language in its policies offering waiver of subrogation coverage.
46	Attachment 4 - <i>Insurance Requirements</i>	A(9)	Is it acceptable to modify (modifications are in CAPS) the beginning of this section to state, "The Contractor shall cause to be included in each of the liability policies (with the exception of Professional Liability Insurance AND DATA BREACH / CYBER LIABILITY) required below coverage for on-going and completed operations INCLUDING as additional insureds..."?	OGS respectfully declines. Cyber Liability generally has manuscripted language in its policies offering additional insured coverage.
47	Attachment 4 - <i>Insurance Requirements</i>	B	Is it acceptable to modify (modifications are in CAPS) this section as follows: "Data Breach / Cyber Liability - Not less than \$5,000,000 each CLAIM"?	OGS respectfully declines to make this revision.

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48	Attachment 4 - <i>Insurance Requirements</i>	B	Is it acceptable to modify (modifications are in CAPS) this section as follows: "Professional Liability - Not less than \$2,000,000 each CLAIM"?	OGS respectfully declines to make this revision.
49	Attachment 4 - <i>Insurance Requirements</i>	B(1)	Is it acceptable to modify this section by removing references to "independent contractors"? Our independent contractors are not covered under our Commercial General Liability ("CGL") policies and must provide their own CGL coverage. However, our independent contractors are covered under other lines of insurance we carry including our Healthcare Professional Liability policy. For clarification, we do not consider temporary employees to be independent contractors, and therefore temporary employees are covered under all of our policies.	OGS respectfully declines to make this revision.
50	Attachment 4 - <i>Insurance Requirements</i>	B.1. Commercial General Liability Insurance	The commercial general liability insurance requirement is listed as, "Not less than \$2,000,000 each occurrence." Would a \$1,000,000 commercial general liability policy with a \$5,000,000 excess liability umbrella policy meet this requirement?	Yes, Section A. 10. states "Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability policies, then a Schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage and limits of insurance), including proof that the excess/umbrella insurance follows form must be provided upon request."
51	Attachment 8 - <i>Report of Contract Usage</i>		Please clarify, should it be starting October 1, 2021 and go through the five year contract?	The Contract Reporting Period will begin upon the date of OSC approval of the final executed documents and continue through the Contract Term.
52	Attachment 8 – <i>Report of Contract Usage</i>		As this is not on the submission checklist, we just wanted to make certain that this was not a required document to provide a price comparison for this RFP.	Attachment 8 – Report of Contract Usage is not part of the Bid Submission Checklist and not a required document to be submitted with a Bid. This form will be used by Contractors to report their quarterly sales.