

Inquiry	RFP Document	Section Number	Inquiry	Answer
1	RFP	General	I am a NYS Certified WBE. I would like to submit an "intent to bid" but I want to make sure I understand this bid first.	Pursuant to RFP §1.7, "the Intent to Submit a Proposal is discretionary, not mandatory, and as such is not binding in any way. However, it is highly recommended." OGS recommends that prospective bidders review the RFP in its entirety to gain a more comprehensive understanding of what the RFP entails.
2	RFP	General	I saw the above contract RFP number posted today on NYS contract reporter and I was hoping to find out if this RFP had been previously posted within the last month or few days	The RFP advertisement initially appeared in the June 26, 2013 issue of the NYS Contract Reporter.
3	RFP	General	I am looking to participate this RFP # 22662. I need to know which manufacture MFPs looking such as HP, Xerox, Lexmark, etc. what about any MBE %. Please can have previous vender name and address, or can I get any primary company address so I can join as a reseller or subcontractor. where I can find let me know.	<p>OGS is not looking for a specific manufacturer of MFPs. "Attachment 1 – MFP Performance Specifications" sets forth minimum Performance Specifications and Mandatory Options for each of the MFP Product Categories.</p> <p>Pursuant to RFP §§3.1, Scope, and 4.2.1, MFP Minimum Performance Specifications & Mandatory Options; Bidders are required to "meet the minimum Performance Specifications in Attachment 1 and must be able to provide all Mandatory Options associated with each MFP Product Category in Attachment 1."</p> <p>Pursuant to RFP §8.47, MWBE Contractor Requirements And Procedures For Business Participation Opportunities For New York State Certified Minority And Women-Owned Business Enterprises And Equal Employment Opportunities For Minority Group Members And Women, "For purposes of this procurement, OGS has conducted a comprehensive search and has determined that the Contract does not offer sufficient opportunities to set goals for participation by MWBEs as subcontractors, service providers and suppliers to the awarded Contractors."</p> <p>Resellers looking to participate in the Contract should engage Contractors directly.</p>
4	Attachment 1	General	Can you tell me please what media sizes you require for these as Ledger size does not provide enough information. In addition Can you give us an idea as to the duty cycles (number of approximate pages printer per month, needed so we can present the appropriate equipment to handle your work loads.	Pursuant to RFP §1.9, Definitions, Ledger Size refers to 11" x 17" paper size. "Attachment 1 – MFP Performance Specifications" sets forth minimum Performance Specifications and Mandatory Options for each of the MFP Product Categories. "Attachment 2 - MFP Pricing Pages (Revised July 22, 2013)" sets forth the estimated monthly page volume for each respective MFP Product Category.
5	Attachment 1	General	Can you please provide exact definition of ledger size media you require?	Pursuant to RFP §1.9, Definitions, Ledger Size refers to 11" x 17" paper size.

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6	Attachment 1	General	Can you please provide the approximate monthly page volumes (duty cycle) for both low and high end printers in RFP. I see data in the example section but need to know if this is the actual estimated volume you expect. For each of the four models you are requesting	“Attachment 2 - MFP Pricing Pages (Revised July 22, 2013)” sets forth the estimated monthly page volume for each respective MFP Product Category.
7	RFP	General	Lastly if there are any more questions that come up later can I submit another of these forms?	The closing date for inquiries was July 8, 2013.
8	RFP	General	I have recently started working for a company that is a NYS Vendor and I am sent Bid invitations often. Being new to this job, I don't fully understand how I approach these bids, I see what we send in to propose and how to submit our company, but I guess where I am struggling is what exactly do I propose. I am currently looking at bid #22662 Group #75525 (multifunction printers - ledger size). Basically what I am trying to figure out, is what exactly I am supposed to submit. The company I work for is a certified dealer for multiple manufacturers (i.e. Xerox, Savin/Ricoh, Kyocera, etc) what information do I need to send in, is there a section of this literature I have missed that tells me what the machines need to be capable of doing (i.e. what they produce, speeds, desktop models, stand alone models?) Do I submit a bid for every MFP my company is able to sell? Please any information to help me understand this better and begin submitting these bid opportunities when they arise is greatly appreciated, thanks for the help.	OGS recommends that prospective Bidders review the RFP in its entirety, and in particular, refer to RFP §§3.1, Scope; 4, Proposal Requirements; and 6, Format and Content of Bid Submittal for a more comprehensive understanding of RFP requirements.
9	Attachment 2	General	Can the Printer Base Model be offered with different discounts than the configuration mandatory options?	Pursuant to RFP §4.3.2.7, Calculation of Mandatory and Non-Mandatory Options, “Bidder shall bid one single percentage discount for Mandatory & Non-Mandatory Options.” However, the RFP does not request a discount percentage for Printer Base Models. Bidders shall provide both the list price and NYS net price for Printer Base Models.
10	Attachment 1	MFP Color (Ledger Size) (low End)	The specification for low end color calls for 12” x 18” paper. Will you accept 11” x 17”?	No, pursuant to the Performance Specifications the separate bypass tray must accommodate up to 12” x 18” paper size.

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11	RFP	4.3.2.3	The bid specifications call for maintenance / warranty pricing for years 1 through 3. How will the state address pricing for additional optional renewal years?	<p>Pursuant to RFP §8.2, Contract Period and Renewal, "The Contract shall be in effect for three year(s). If mutually agreed between OGS and the Contractor, the Contract may be renewed under the same terms and conditions for up to two (2) additional one (1) year terms."</p> <p>Pursuant to RFP §8.1, Price, "There shall be no price increases during the term of the Contract."</p> <p>To the extent that the question is about providing warranty and maintenance beyond the initial three year contract term:</p> <p>Pursuant to RFP §8.10, Warranty Requirements, "Contractor is required to offer an Extended Warranty to extend the standard one (1) year warranty (Next Business Day on site) an additional two (2) years as provided in §4.3.2.3, Calculation of Extended Warranty. The purchase of Extended Warranty coverage beyond the initial required minimum one (1) year warranty (Next Business Day on site) period shall be at the discretion of the Authorized User."</p> <p>Time and materials maintenance must be offered for the duration of the Contract pursuant to RFP §8.12.2, Full Service Maintenance Plans (Non-Mandatory Option).</p> <p>If a Bidder wants to offer additional warranty coverage beyond three (3) years in duration, or would like to add additional full service maintenance plan offerings; the Bidder may either offer them as Non-Mandatory Options in Attachment 3 with their bid, or during the course of the Contract they may be added pursuant to RFP §8.11, Addition of Non-Mandatory Options.</p>
12	RFP	8.2	Does cancellation verbiage refer to cancellation of the Maser Agreement awarded from this bid vs the individual orders placed under the Master Agreement?	The reference to cancellation in RFP §8.2, Contract Period and Renewal, refers to the Contract.
13	RFP	8.28	Would the state consider changing this clause to read "no later than 30 calendar days following the end of the month" as 30 days is standard	OGS declines to make the requested change.
14	Attachment 4	Column O	please define "list price"? Is "list price" considered MSRP?	Yes, list price is MSRP (Manufacturers Suggested Retail Price). Bidders are advised that new definitions for List Price and Net Price have been added to RFP §1.9, Definitions.

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15	Attachment 4	Column C	please define "Column A's NYS Vendor Identification Number " and does each dealer on contract have one	Pursuant to RFP §8.32 New York State Vendor File Registration, “Prior to being awarded a Contract pursuant to this Solicitation, the Bidder(s) and any designated authorized reseller(s) who accept payment directly from the State must be registered in the New York State Vendor File (Vendor File) administered by the Office of the State Comptroller (OSC). This is a central registry for all vendors who do business with New York State Agencies and the registration must be initiated by a State Agency. Following the initial registration, a unique New York State ten-digit vendor identification number (Vendor ID) will be assigned to your company and each of your authorized Resellers (if any) for usage on all future transactions with New York State.”
16	RFP	General	Due to the complex nature of the opportunity we respectfully request a 2 week extension	OGS declines to make the requested change.
17	RFP	General	The last bid for printers included a category for production Printers will there be a separate bid for that category?	Vendors should monitor the OGS Online Vendor Registration for Bidder Notification Service (OVR/BNS) for any future solicitations that may include production printers: https://online.ogs.ny.gov/vendorregnet/Default.aspx . Vendors must be appropriately registered under OVR/BNS Classification Codes 43 and 44 to receive such notifications.
18	Attachment 1	MFP Color (Ledger Size) (High End)	To ensure the State receives the most competitive pricing proposals for equipment that aligns with your document production goals, please lower the duty cycle requirement to 75,000.	OGS declines to make the requested change.
19	Attachment 1	MFP Color (Ledger Size) (Low End)	To ensure the State receives the most competitive pricing proposals for equipment that aligns with your document production goals, please lower the duty cycle requirement to 55,000.	OGS declines to make the requested change.
20	Attachment 1	General	Please share how the State will evaluate this attachment (which sources will you use to confirm compliance)?	Proposals will be evaluated in accordance with RFP §7.3, Evaluation Process.

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21	Attachment 2	General	The pricing spreadsheet requires that Extended Warranty for years 2 and 3 are priced separately from Replaceable Service Parts. Please confirm that Replaceable Service Parts will only be available for sale if an Extended Warranty or Maintenance Plan has been purchased by the State or its agencies.	No, Replaceable Service Parts shall be available for purchase by Authorized Users regardless of whether the Authorized User has purchased an Extended Warranty or a Maintenance plan.
22	Attachment 2	General	Under what circumstances are Replaceable Service Parts billable to the State and its entities? Under an extended warranty and / or under a purchased maintenance plan?	<p>If replacement of a Replaceable Service Part is not covered under the warranty Pursuant to RFP §8.10, Warranty Requirements, the cost of replacing the Replaceable Service Part shall be addressed as follows:</p> <p>Pursuant to RFP §8.12.2, Full Service Maintenance Plans (Non-Mandatory Option), "Replaceable Service Parts shall be covered as part of the Full Service Maintenance Plan price."</p> <p>Pursuant to RFP §8.12.1, Time and Materials Maintenance (Mandatory Option), "Replaceable Service Parts and Consumables shall be provided at NYS net pricing if replacement is required during a service call."</p>
23	Attachment 3	General	Please clarify what level of service should be included as part of the warranty vs. maintenance plan? How do they differ?	Please refer to RFP §8.10, Warranty Requirements for warranty requirements; and RFP §8.12, Maintenance, for Maintenance requirements.
24	Attachment 3	Non-Mandatory Options	May we include an alternative maintenance plan as an option that would be in lieu of extended warranties?	If Bidder is proposing exceptions then Bidder shall submit such exceptions and/or deviations in accordance with RFP §5.5, Bid Deviations.
25	Attachment 3	Mandatory and Non-Mandatory Options	The State is requiring a uniform standard discount percentage applied to all options. Would you please revise to discount by line item as it would provide a much more competitive pricing proposal to the State due to varying margin on different options?	OGS declines to make the requested change.
26	RFP	General	Where should we include any RFP clarifications that we may have in regards to the materials in scope for this RFP?	If Bidder is proposing exceptions then Bidder shall submit such exceptions and/or deviations in accordance with RFP §5.5, Bid Deviations.
27	RFP	General	In order to clarify any questions we may have regarding the State's answers to vendor inquiries, may we have a second round of Q&A?	OGS believes they have sufficiently addressed all inquiries and there will not be another round of questions and answers (Q&As).

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28	RFP	General	Upon reviewing all of our downloaded documents and double checking the ogs.ny.gov website, it appears the Vendor Responsibility Questionnaire was not included in the materials, however it is referenced as being required with our response on pages 12, 17 and 28 of the RFP. May I please have a copy of this document?	Bidders should refer to RFP §8.33, NYS Vendor Responsibility Questionnaire For-Profit Business Entity, for detailed instructions on completing a questionnaire.
29	RFP	3.3.1	Three years of continuous years of business experience-Will a corporation's annual printed financial reports be acceptable as a response to this requirement? If not, can you please give examples of exactly what would be acceptable?	Yes, Bidder's annual financial reports may be submitted to demonstrate the required three (3) continuous years of business experience required pursuant to RFP §4.1.1.7.
30	RFP	4.2.1	Scanning is a very important component with MFP's and its use. The speed in which a MFP scans is very important with regard to productivity. Is there a reason that you do not have a mandatory minimum scanning speed for the MFP's? We recommend that you make this a requirement and make the minimum scanning speed 70 cpm.	OGS believes the Performance Specifications sufficiently meet the needs of Authorized Users. OGS declines to make the requested change.
31	RFP	4.2.1	Per this section we are only to bid 1 printer base model per product category. Once the contract is awarded, will the primary and secondary vendor have the opportunity to add additional models in each appropriate category? This would be to the States benefit if the vendors could provide its entire product line. If so, at what pricing structure are the additional models to be added at?	No, the Primary and Secondary Contractors will not be able to add additional models to each MFP Product Category under the resultant Contract(s). Pursuant to RFP §8.49(C), Amendments to Appendix B, under Appendix B §50, Product Substitution, "In the event a specified OEM's MFP Product under the Contract becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Savings/Force Majeure Clause), an MFP Product deemed in writing by the Commissioner to be equal to or better than the specified MFP Product must be substituted by the Contractor at no additional cost or expense to the Authorized User."
32	RFP	4.2.3	Asset Tagging- Will the state be providing Asset Tag format?	The State will not be providing a single Asset Tagging format. Pursuant to RFP §8.8, Asset Tagging (Mandatory Option), "Contractors and Authorized Users shall work together to establish specific barcoding and numbering requirements at the time of order submission."
33	RFP	5.5	It states that OGS will not entertain any deviations from Appendix A, RFP, and Appendix B. If we wanted to be creative with our approach to this BID can we submit two separate responses.	No, the RFP does not allow for the submission of multiple proposals.

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34	RFP	7.2	OGS states "Best Value" but we see a number of evaluation criteria missing to be considered "Best Value". For example, service is a very important component for a customer. Other than section 8.13 where service reporting requirements are specified the RFQ does not address service response time, evaluation process, and average tenure of technicians just to name a few. Would OGS consider other factors besides price in determining who should partner with the State of New York.	Proposals will be evaluated in accordance with RFP §7.3, Evaluation Process.
35	RFP	8	Terms and Conditions-May a vendor take any exceptions to App C? Can a vendor request minor changes to Attachment 7-Insurance Requirements as long as we can certify that we will obtain all necessary proof of insurance?	If Bidder is proposing exceptions then Bidder shall submit such exceptions and/or deviations in accordance with RFP §5.5, Bid Deviations.
36	RFP	8.10	MFP's & Production Print - Most vendors standard warranty is only for defects and material workmanship. The vendors std warranty does not provide free service or supplies. This section is not clear to us as to what the State is expecting, on one hand it states it will be the contractors warranty, but then goes on to indicate the state may be expecting free service? The industry standard is that the vendor offer its std defects warranty, and the customer purchases a maintenance agreement for service. This section seems to only apply to exchange warranties (which has additional years that can be purchased) on workgroup printers, but it not applicable to MFP's. Can the State please define more clearly what you are expecting us to provide in this 1 year warranty. On MFP's there would not be a warranty available to purchase after year 1, it would be a maintenance agreement.	RFP §8.10, Warranty Requirements, sets forth the requirements for the warranty and in particular provides that "The warranty shall be the Contractor's standard warranty that includes coverage in compliance with the provisions of Appendix B, §72, Additional Warranties, and shall include any software and firmware updates that may be required to correct performance problems. Where Contractor offers additional or more advantageous warranties then set forth in Appendix B, §72, Contractor shall offer or pass through any such warranties to Authorized Users."

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37	RFP	8.10	One year on site warranties are usually standard on printer equipment. It is not however, normal practice for MFP's, which usually only carry a defective part warranty. Please explain what the state is expecting for MFP's. Page 20- Item 8.12.1 How is service handled during the first 90 days, if agencies have 90 days to pick up a maintenance plan. Would we charge time and materials?	<p>The provisions set forth in RFP §8.10, Warranty Requirements, apply to all MFP Product Categories.</p> <p>If there is a service related issue in the first ninety days it would be addressed as follows:</p> <p>If it is a warranty related issue, then it would be covered under the one year or extended warranty pursuant to RFP §8.10, Warranty Requirements.</p> <p>If the issue isn't covered by the warranty, the issue would be addressed through the provision of Maintenance pursuant to RFP §8.12, Maintenance.</p>
38	RFP	8.12.1 and 8.12.2	We do not see a place on the price sheets to include pricing for Full Service Maintenance, 24hr Full Maintenance or Time & Materials. Where should we indicate the pricing for these plans?	Pursuant to RFP §8.12, Maintenance, "Maintenance offerings shall be submitted through "Attachment 3 – Mandatory and Non-Mandatory Options Pricelist Template"." for each MFP Product Category. Pursuant to RFP §4.3.2.9 Completing Attachment 3 – Mandatory and Non-Mandatory Options Pricelist Template, "Please refer to Example Worksheet in Attachment 3 for a representative example of how a Bidder might complete a Mandatory and Non-Mandatory Options Pricelist worksheet for any given MFP Product Category."
39	RFP	8.12.2	How is service handled during the first 90 days, if agencies have 90 days to pick up a maintenance plan. Would we charge time and materials?	<p>The provisions set forth in RFP §8.10, Warranty Requirements, apply to all MFP Product Categories.</p> <p>If there is a service related issue in the first ninety days it would be addressed as follows:</p> <p>If it is a warranty related issue, then it would be covered under the one year or extended warranty pursuant to RFP §8.10, Warranty Requirements.</p> <p>If the issue isn't covered by the warranty, the issue would be addressed through the provision of Maintenance pursuant to RFP §8.12, Maintenance.</p>
40	RFP	General	Would the State consider giving an award to more than two vendors?	OGS declines to make the requested change.

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41	RFP	General	Based on the fact that OGS will not receive all vendor questions until July 8th would OGS consider extending the BID so vendors will have ample time to review OGS's responses to the questions.	OGS declines to make the requested change.
42	RFP	General	On the previous State of NY Copier Contract the State allows vendors to offer a Deferred Payment Plan and a Purchase Option plan. Will this new award allow for those options to be offered as well?	Deferred Payment Plans or Purchase Option Plans are not provided for in the RFP.
43	RFP	General	It appears that we can charge for installation, is this correct? If so, does it have to be at the same discount from list as all other mandatory and non-mandatory options?	Yes, Bidders may charge for Installation. Pursuant to RFP §4.3.2.7, Calculation of Mandatory and Non-Mandatory Options, "Bidder shall bid one single percentage discount for Mandatory & Non-Mandatory Options."
44	RFP	General	If a vendor cannot provide all Mandatory options will they be disqualified?	Pursuant to RFP §§3.1, SCOPE, and 4.2.1, MFP Minimum Performance Specifications & Mandatory Options; Bidders are required to "meet the minimum Performance Specifications in Attachment 1 and must be able to provide all Mandatory Options associated with each MFP Product Category in Attachment 1." Therefore, a Bidder will be deemed non-responsive and disqualified if they cannot bid all Mandatory Options for all MFP Product Categories.
45	RFP	General	Please confirm that this is a purchase only contract.	Yes, this is a purchase only contract.
46	RFP	General	Can a vendor charge for inside delivery, set up and training? For production print equipment and software, vendors charge additional for more detailed training. How do we quote a price for this on the spread sheets?	Yes, a Bidder can charge for inside delivery, set-up, and training. Prices for these services shall be listed in "Attachment 3 – Mandatory and Non-Mandatory Options Pricelist Template". Set-up would be treated as Installation and/or Networking, which are Mandatory Options under RFP §8.5, Installation And Networking (Mandatory Options). Inside delivery and training may be quoted as Non-Mandatory Options in Attachment 3. This RFP does not encompass production print equipment.
47	Attachment 1	General	USB Disabling Function - Please clarify what USB functions you want disabled. Are you only looking to have it disabled for the purpose of preventing printing from and scanning to a USB Flash memory drives?	As indicated in "Attachment 1 – MFP Performance Specifications" under each respective MFP Product Category, the purpose of the USB Disabling Feature is to prevent printing from and scanning to USB memory devices.

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48	Attachment 1	MFP Color (Ledger Size) (High End)	The Monthly duty cycle on this category seems too high for 45ppm, we request that you lower it to 150,000/month. After doing a BLI comparison of the 7 major MFP manufacturers only a couple out of the 7 can meet the current duty cycle. The 200k duty cycle is more in line with a printer, than a MFP. Why is the state limiting the specifications so that so few vendors can meet spec? If the state were to change this to 150,000, all vendors could compete, resulting in the State getting the best pricing available. Considering that customers will not come anywhere near close to running even 150,000/month on a 45 ppm machine, let alone 200,000, there doesnt seem to be any reason that this can't be changed.	OGS declines to make the requested change.
49	Attachment 2	Options Discount	Can the discounts for the mandatory and non-mandatory options be a range of discounts? Some accessories can be more deeply discounted than others, if we are only able to provide one discount for all options in a lot, the vendors will wind up having to use their worst case scenario discount, which will result in the State paying more on most accessories than necessary. If not, can we offer a different discount for mandatory options vs non-mandatory options. The price sheet is currently set up to only enter 1 discount for both.	OGS declines to make the requested change.
50	Attachment 5	Question 2	States Bidder affirms that it accepts all of the terms and conditions in this RFP, including all amendments, appendices and attachments, and must agree to enter into a contractual agreement containing, at a minimum, the terms and conditions identified in this RFP. If the bidder is taking exceptions to some language in the bid, and we say no in the drop down, how are we to put in our exceptions? Will our bid be disqualified if we say no?	<p>If Bidder is proposing exceptions, then Bidder should select “Yes with extraneous terms” as their response from the drop down menu of Question 2 in Attachment 5.</p> <p>If Bidder is proposing exceptions, then Bidder shall submit such exceptions and/or deviations in accordance with RFP §5.5, Bid Deviations.</p>

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51	Attachment 5	Question 17	States that bidder is to provide evidence of 3 years of continuous business experience as an OEM of MFP 's by submitting documentation from an independent financial rating service or similar entity e.g. D&B, IDC. Can the vendor provide a copy of their independently audited financial report for the past three years instead? Same applies for question 18.	Yes, Bidder's annual financial reports may be submitted to demonstrate the required three (3) continuous years of business experience required pursuant to RFP §4.1.1.7.
52	Attachment 7	A.5	Policy Renewal/Expiration-Would the state consider allowing a ten (10) day after inception of renewal instead of at least thirty (30) days prior to expiration? Our company is part of a consolidate insurance program with our other entities. Our insurance renewal is time consuming, and we have over 7000 certificates that need to be sent to customers, land lords etc. Certifications have to be mailed to each certificated holder. We could not provide evidence of renewal or replacement 30 days prior to expiration or renewal, but could provide within 10 days of inception.	OGS declines to make the requested change. Policies can be endorsed to provide the required notice.
53	Attachment 7	A.6	Self-Insured Retention/Deductibles-Can we delete "Deductibles of self-insured retentions above \$100,000 are subject to approval from OGS. Our company is part of a consolidated insurance program with other corporate entities, and insurance is purchased with all entities in mind. We have a large deductible program on worker's compensations (\$400m000 deductible per claim). We can notify individual customer every time we modify the deductibles on our policies. At times, to achieve lower premiums, we have to increase our deductibles. If is not feasible for us to go the customers to obtain their agreement on changes to our deductibles.	OGS declines to make the requested change. Workers' Compensation coverage in New York State is governed by the Workers' Compensation Board and proof of the same must be provided in accordance with the requirements of the Workers' Compensation Board. Therefore, the issue of deductibles is more of an interest to us in relation to the other types of coverage required under the contract.

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54	Attachment 7	B	Limits may be provided through-Please delete the last sentence “The CCL aggregate shall be endorsed by apply on a per project basis for construction contracts.” Our General Liability policy does not allow per project or location aggregates. We more than exceed the State of NY aggregate requirements with our excess/umbrella liability of \$10,000,000. In addition, this is not a construction contract.	OGS declines to make the requested change. The provision indicates, however, that it only applies to construction contracts. If this contract is not for construction the provision is inapplicable.
55	Attachment 7	B.a	Insurance Requirements –We would like to delete the last sentence of a) Commercial General Liability—“.....delete-and explosion, collapse and underground coverage.” Our General Liability program does not include this because of our line of business would not involve this. This contract is for copiers, and we would have no control or responsibility in explosion, collapse and underground coverage.	OGS declines to make the requested change. This is a standard coverage in CGL policies.
56	Attachment 7	B.a	Please delete bullet-“explosion, collapse and underground hazards- Our General Liability program does not include this because of our line of business would not involve this. This contract is for copiers, and we would have no control or responsibility in the explosion, collapse and underground coverage.	OGS declines to make the requested change. This is a standard coverage in CGL policies.
57	Attachment 7	B.a.1	Please delete the first sentence “If such insurance contains an aggregate limit, it shall apply separately on a per job basis. Our General Liability policy does not allow per project or location aggregates. We more than exceed the State of NY aggregate requirements with our excess/umbrella liability of \$10,000,000.	OGS declines to make the requested change. As stated above, the provision indicates, however, that it only applies to construction contracts. If this contract is not for construction the provision is inapplicable.
58	Appendix B	24(f)	Does this apply to contracts that were awarded prior to the award of the NY contract in question?	Appendix B §24, Pricing, is designed to ensure that NYS receives the best pricing under its contracts. Section 24 provides a number of different means of achieving this objective. Section 24 (f), Best Pricing Offer, deals with comparisons of pricing under NYS contracts to pricing under federal, state, or local government entities contracts held by the contractor. Under this provision NYS reserves the right to seek a price reduction where a current contract held by the contractor with a federal, state, or local government entity with the “same or similar terms and conditions” has better pricing.

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59	Appendix B	24(f)	Does this apply to placements under contracts that were awarded prior to the award of the NY contract in question?	This RFP is for the purchase of Multifunction Printers (MFPs). Pursuant to RFP §1.9(24), an MFP is defined as “A printer capable of receiving information from single-user or networked computers, that can print, scan, copy, fax and/or e-mail documents.” This RFP does not involve “placements.”
60	Appendix B	24(f)	Please clarify what the state will consider similar quantities. Would this be by model or by total sales for the contract year, or contract as a whole? Sometimes a vendor may offer a better price on a particular model for a fixed quantity contract. Since NY is not a fixed quantity contract, we do not believe that the Best Pricing offer would pertain, but wish to have clarification from the state.	Appendix B §24, Pricing, is designed to ensure that NYS receives the best pricing under its contracts. Section 24 provides a number of different means of achieving this objective. Section 24 (f), Best Pricing Offer, deals with comparisons of pricing under NYS contracts to pricing under federal, state, or local government entities contracts held by the contractor. Under this provision NYS reserves the right to seek a price reduction where a current contract held by the contractor with a federal, state, or local government entity with the “same or similar terms and conditions” has better pricing.
61	Appendix B	24(f)(iii)	Please clarify this paragraph. Does this mean that if we offer better pricing or discount to a customer that is not OGS (any customer that is federal, state or local in any state); for a similar quantity, then we must offer this price or discount to the State of NY for the term of the contract or promotion that has the better price? Please clarify what the state would consider to be a similar quantity.	Appendix B §24, Pricing, is designed to ensure that NYS receives the best pricing under its contracts. Section 24 provides a number of different means of achieving this objective. Section 24 (f), Best Pricing Offer, deals with comparisons of pricing under NYS contracts to pricing under federal, state, or local government entities contracts held by the contractor. Under this provision NYS reserves the right to seek a price reduction where a current contract held by the contractor with a federal, state, or local government entity with the “same or similar terms and conditions” has better pricing.
62	Appendix B	24(f)(iv)	Please clarify exactly who you would consider an authorized user to be—would this only be state of NY entities? Please define what you mean by “global”	<p>Authorized User is defined in Appendix B §5 as “Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.” Appendix B §5 defines Agency or Agencies as “The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.”</p> <p>Appendix B, §24(f)(iv), Special Offers/Promotions to Authorized Users, allows Contractor to provide special offers and promotions without requiring a reduction in the actual Contract pricing.</p>

Inquiry	RFP Document	Section Number	Inquiry	Answer
63	Appendix B	24(f)(iv)	If we responded to a bid for a set quantity of units, one vendor wins all, would we be in violation of the NY Best Price Offer if we gave this customer better pricing than New York?	Appendix B §24, Pricing, is designed to ensure that NYS receives the best pricing under its contracts. Section 24 provides a number of different means of achieving this objective. Section 24 (f), Best Pricing Offer, deals with comparisons of pricing under NYS contracts to pricing under federal, state, or local government entities contracts held by the contractor. Under this provision NYS reserves the right to seek a price reduction where a current contract held by the contractor with a federal, state, or local government entity with the “same or similar terms and conditions” has better pricing.
64	Appendix B	24(f)(iv)	If we have a multiple vendor award contract, and we gave a customer outside of NY a better price than New York because we have a larger population of units already in place in this account, do we have to offer the State of New York the same price as a price reduction?	Appendix B §24, Pricing, is designed to ensure that NYS receives the best pricing under its contracts. Section 24 provides a number of different means of achieving this objective. Section 24 (f), Best Pricing Offer, deals with comparisons of pricing under NYS contracts to pricing under federal, state, or local government entities contracts held by the contractor. Under this provision NYS reserves the right to seek a price reduction where a current contract held by the contractor with a federal, state, or local government entity with the “same or similar terms and conditions” has better pricing.
65	Appendix B	24(f)(iv)	Last paragraph of this section states—Unless otherwise specified in the bid specifications, Contractor may offer lower prices or better terms on any specific Purchase Order from any Authorized user without being in conflict with, or obligation to comply on a global basis, with the terms of this clause. Please define Authorized User—is this an authorized user of the OGS Contract? Is this an authorized user from any contract in our outside of NY?	Authorized User is defined in Appendix B §5 as “Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation.” Appendix B §5 defines Agency or Agencies as “The State of New York, acting by or through one or more departments, boards, commissions, offices or institutions of the State of New York.”

Inquiry	RFP Document	Section Number	Inquiry	Answer
66	Appendix B	41	<p>Please let us know if the state would accept the changes to Appendix B below: Scope Changes- Paragraph states "The Commissioner reserves the right unilaterally, to require, by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The Commissioner may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the Contractor, which consent shall not be unreasonably withheld. Can we change this to read-</p> <p>The Commissioner and Contractor reserve the right to require by written order, changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. The parties may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the consent of the other party, which consent shall not be unreasonably withheld. Reason-changes to the contract specifications, price or delivery date should be by mutual agreement.</p>	OGS declines to make the requested change.
67	Appendix B	61	<p>Savings/Force Majeure- second paragraph-Will you accept the following addition to the second paragraph "Except for payment obligations, neither the Contractor nor the Commissioner shall be liable to the other for any delay in or failure of performance under the Contract due to a force majeure occurrence.</p> <p>Reason: Payment obligations for equipment should still be enforceable in the case of force majeure. Service only payments could be delays.</p>	OGS declines to make the requested change.

Inquiry	RFP Document	Section Number	Inquiry	Answer
68	Appendix B	61	Savings/Force Majeure-Third paragraph-We would like to add at the end: Notwithstanding the above, at the discretion of the Commissioner where the delay or failure will significantly impair the value of the Contract to the State or to Authorized Users, the Commissioner may, except for payment obligations: Reason: Payment obligations for equipment should still be enforceable in the case of force majeure. Service only payments could be delays.	OGS declines to make the requested change.
69	Appendix B	61	Saving/Force Majeure-, Last Paragraph, Change In addition the Commissioner reserves the right..." to read "Upon mutual agreement of the Commissioner and Contractor, the parties will make an equitable adjustment in the Contract terms and/or pricing should extreme and unforeseen volatility...: Add to the end of the paragraph " Payment obligations will continue. Reason: Payment obligations for equipment should still be enforceable in the case of force majeure. Service only payments could be delays.	OGS declines to make the requested change.
70	Appendix B	61(a)	Savings/Force Majeure-Add to beginning of paragraph: With the understanding that payment obligations will continue, accept allocated performance or deliveries from the Contractor. Reason: Payment obligations for equipment should still be enforceable in the case of force majeure. Service only payments could be delays.	OGS declines to make the requested change.
71	Appendix B	61(b)	Savings/Force Majeure Add to beginning of paragraph: With the understanding that payment obligations will continue, purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof).... Reason: Payment obligations for equipment should still be enforceable in the case of force majeure. Service only payments could be delays.	OGS declines to make the requested change.

Inquiry	RFP Document	Section Number	Inquiry	Answer
72	Appendix B	61(b)	Default - Authorized User, Failure to make payment. Is the payment due time 30 or 60 days?	<p>The timeframe for an Authorized User to make payment is set forth in Appendix B, §64, Interest on Late Payments. In general terms, State Finance Law Article 11-A obligates a State agency to make payment within thirty (30) calendar days, excluding legal holidays, from the receipt of a proper invoice, as determined in accordance with State Finance Law §179-f(2) and 2 NYCRR Part 18.</p> <p>Payments due by a non-State agency Authorized User are or as mandated by the appropriate governing law from the receipt of a proper invoice.</p>
73	Appendix B	75	<p>Indemnification Relating to Third Party Rights-- Please change: The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses, (including reasonable attorney's fees), claims judgments liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the authorized users gross negligence or willful misconduct, provide that the state shall give Contractor..... Please change to The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses, (including reasonable attorney's fees), claims judgments liabilities and costs that may be finally assessed against the Authorized Users in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right except to the extent such claims arise from the authorized users, provide that the state shall give Reason-our company fully indemnifies for any and all intellectual property claims related to the equipment unless the equipment is altered by the end user.</p>	OGS declines to make the requested change.

Inquiry	RFP Document	Section Number	Inquiry	Answer
74	Attachment 1	MFP Black & White (Ledger Size) (High End)	Will you consider lowering the 70 PPM (pages per minute) spec for category MFP Black and White MFP High End to 50 PPM? With most copy jobs and print jobs being small in size, the print speed should not be the main concern. The cost and quality would appear to be the most significant concern.	OGS declines to make the requested change.
75	RFP	General	Is the State considering an extension since it's now the 17th of July and the Q &A's still have not been released? It's very difficult to start the process of responding without all the questions answered.	OGS declines to make the requested change.