

**Frequently Asked Questions
Automated External Defibrillators (AED's)
and Related Accessories (Statewide)
Updated February 9, 2018**

Authorized users of this contract are strongly encouraged to read the contract terms and conditions in their entirety to gain an understanding of requirements for both the contractors and authorized users. Below is a brief listing of Questions & Answers (Q&A's) to facilitate the use of the Automated External Defibrillators (AED's) Contract.

Product Categories:

- Public Access and Infrequent User AEDs
- First Responder AEDs
- Professional Defibrillator AEDs
- Product Consumables and Accessories
- Warranties and Extended Warranties
- Product Training
- Software Updates
- Customer and Service Support

Question: Who is the OGS contact for this award?

Answer: Vivian Basile

OGS, Procurement Services, Corning Tower, 38th Floor

Empire State Plaza, Albany, NY 12242

Phone: 518-474-0912

E-mail: vivian.basile@ogs.ny.gov

Question: What is the term of the contracts under this award?

Answer: The contracts under this award shall be from the last date of execution by the Parties through the current Master Contract expiration of October 4, 2018. Unless terminated sooner by OGS, the term of the Piggyback Contract shall automatically extend with each extension or renewal of the Master Contract term.

Question: Is it possible that the contracts can be extended beyond the initial term?

Answer: There are renewal contract extension provisions within the Master Contract that typically extend the original contract period for four (4) additional years.

Question: Is there a minimum order?

Answer: The Master Contract contains a minimum order of \$200, Contractor may elect to honor orders for less than the minimum order. For all orders less than the minimum order, at the Contractor's option, shipping costs from the shipping point may be added to invoice with a copy of the freight bill. Shipping costs are to be prepaid by Contractor and such orders are to be shipped on an F.O.B. destination basis. All such orders must be shipped by the most economical method for the proper delivery of the product unless special instructions are stated on the order by the Authorized User.

Question: What are the price and discounts?

Answer: Price shall include all customs duties and charges and be F.O.B. destination any point in New York State as designated by the Authorized User. The final price shall include all agreed upon shipping charges such as orders less than the minimum order, special delivery and air shipment requested by the Authorized user. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

Discounts are firm for the entire period of the contract. Discount reduction will not be allowed and is specifically excluded from the terms and conditions of the contract award. Discount increases are permitted at any time. Any prompt payment terms (cash discounts) or quantity (volume) discounts which are included in the Master Contract will also be included in this Piggyback Contract.

Question: Is there an inside delivery fee?

Answer: All deliveries will be “Inside Deliveries” as designated by a representative of the Authorized User placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Any damage to the building interior, scratched walls, damage to the freight elevator, etc., will be the responsibility of the Offeror. If damage does occur, it is the responsibility of the Vendor to immediately notify the Authorized User placing the order.

Question: Are Contractors noted as being either Minority and/or Women Owned Business?

Answer: The Master Contract stipulated that contract awards would only be made to manufacturers. None of the contractors are Minority and/or Women Owned Businesses. Contractors may have Subcontractor/ Dealer/ Distributor/Reseller relationships with certified MWBE’s.

Question: How often can Contractor Price Lists be updated?

Answer: All prices and rates must be guaranteed for the initial term of the Master Agreement. Following the initial Master Agreement period, any request for price or rate adjustment must be for an equal guarantee period, and must be made at least 30 days prior to the effective date. Requests for price or rate adjustment must include sufficient documentation supporting the request. Catalogs and price lists shall be provided in accordance with terms of the Master Contract. Price list changes must be submitted to the OGS Designated Contact listed above only after those changes have been approved by the Oklahoma NASPO ValuePoint (or State of Oklahoma). Changes to the Master Contract price list will not become effective for purposes of the Piggyback Contract until they are approved, in whole or in part, by OGS and posted on the OGS website. Upon request, Contractor shall also assist Authorized Users in the use of such documents.

Question: How should the Price Lists be submitted?

Answer: Manufacturer retail price lists must be submitted in electronic format by emailing to the OGS contact listed above.

Question: Is installation covered under this contract?

Answer: No, installation is **NOT** covered under this contract. Installation of products/equipment shall be handled by the authorized user/ordering agency according to their Purchasing Guidelines and discretionary limits, and shall comply with wage and labor rates, all state and local codes and public works guidelines if applicable.

Question: Are subcontractors/Dealers/Distributors allowed on these contracts?

Answer: Yes, authorized subcontractors/Dealers/Distributors are allowed. However, Contractor is solely responsible for meeting the requirements of this Piggyback Contract and any purchases made hereunder, and shall ensure that sufficient resources are available to meet its obligations, either directly or through the use of Subcontractors, Dealers, Distributors, or Resellers. Contractor shall be fully liable for Subcontractor, Dealer, Distributor and/or Reseller performance under this Piggyback Contract, and their compliance with all Piggyback Contract terms and conditions. OGS reserves the right to reject any proposed Subcontractor or supplier or to require replacement of any Subcontractor pursuant to paragraph 41 of Appendix B.

Contractor may add dealers, distributors or resellers to this piggyback agreement no more than two times per year unless otherwise approved by Procurement Services.

Question: Can non-contract items be submitted on a purchase order with contract items?

Answer: No, any non-contract items must be submitted on a separate purchase order.

Question: Is there a way to report problems to the Office of General Services associated with the products ordered under this award?

Answer: Yes. You may contact the contract manager listed on the first page of this document with any problems/concerns encountered when using the AED contract. See the Contract Performance Report at the end of the Contract Award Notification.

Question: Are contractors required to contact OGS directly when any contract information changes (i.e., contact name, email address, company address, phone #, website, etc.)?

Answer: Yes, it is the Contractor's responsibility to make sure OGS has the most current information on file.

Question: Is the authorized user required to verify pricing on products ordered?

Answer: Yes, as with any centralized contract, authorized users should verify the price charged and the discount offered when ordering by comparing them against the current Price List. When the invoice is received, authorized users should then verify that the invoice reflects the prices listed in the Price List in use at the time of the order. Any discrepancies must be brought to the contractor's attention within five business days.

Question: Are authorized users allowed to negotiate better discounts (lower prices) for the product lines they are interested in purchasing?

Answer: YES! Authorized users are STRONGLY URGED to negotiate better discounts from any contractor listed in the Contract Award Notification. The discounts listed for each contractor should be considered as "NOT TO EXCEED" and therefore, buyers should be negotiating the best pricing possible for every purchase. Buyers are also encouraged to shop several different product lines to ensure that they are getting the BEST VALUE for New York State.

Question: What information MUST be included on the contractor's invoice in order for payment to be made through the Statewide Financial System (SFS)?

Answer: So that payments can be made in a timely manner invoices must include the purchase order or contract number, whichever is applicable and the SFS Vendor ID Number. The invoice must also include an invoice number and clearly identify the entity receiving the goods or services. In addition, the following fields should also be included: Order date, SKU Number and/or Description and NYS Net Delivered Price.

Question: Is there a particular reporting template that contractors should use to report sales to OGS?

Answer: Contractor shall furnish a report of all Products and Services provided under the Piggyback Contract during each quarterly period, no later than the 15th of the month following the close of each quarter. Quarterly periods will end on March 31st, June 30th, September 30th and December 31st. The Contractor is responsible for collecting all sales made by Dealers and incorporating them into one consolidated report. Purchases by Non-state agencies, political subdivisions and others authorized by law shall be reported in the same report and be indicated as required. A template for such report is included in Attachment 1 – *Report of Contract Purchases*. All fields of information shall be accurate and complete. The report is to be submitted electronically via electronic mail utilizing the template provided in Microsoft Excel 2003, or newer (or as otherwise directed by OGS), to the attention of the individual shown on the front page of the Contract Award Notification and shall reference the New York State Contract Number, Sales Period, and Contractor's (or other authorized agent) Name, and all other fields required. OGS reserves the right to amend the report template during the Piggyback Contract term.

Question: Are contractors able to modify their Authorized Dealer listing and if so, how should modifications be requested?

Answer: Yes, if contractors allow Authorized Dealers to participate in the contract (to accept orders and direct payment), requests to add, delete or modify Authorized Dealer information must be submitted to OGS for prior approval. Such requests should be sent to the contract manager referenced on the first page of this document. Please be aware that if an Authorized Dealer does not have a valid NYS Vendor Identification number, they are not able to accept direct payment.

Question: If a contractor would like to add an Authorized Dealer but they do not have a valid NYS Vendor Identification number, what is the process for requesting one?

Answer: NYS Vendor Identification numbers can be obtained by submitting an OSC Substitute W-9 form to the contract manager referenced on the front page of this document. An OSC Substitute W-9 form can be found at the following link: http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf

The Office of General Services will initiate the vendor registration process. Once the process is initiated, registrants will receive an email from OSC that includes the unique ten-digit vendor identification number assigned to the company and instructions on how to enroll in the online Vendor Self-Service application.

For additional assistance, the Reseller/Distributor can also contact the Office of the State Comptroller's Help Desk at 866-370-4672 or 518-408-4672 or by email at ITServiceDesk@osc.state.ny.us. Once the process is initiated, registrants will receive an e-mail identifying their unique ten-digit Vendor ID number, and instructions on how to enroll in the online Vendor Self-Service application.