



Release Date: 4/27/2015

Alternate Format and Mail Services

Questions and Answers

OFFICE OF TEMPORARY AND DISABILITY ASSISTANCE
Alternate Format and Mail Services
May 11, 2015 Invitation for Bids
QUESTIONS AND ANSWERS

NOTE: **preceding an **Answer** denotes where an IFB page replacement(s) or additional information will be provided.

#	IFB Section	Question and Response:
1.	Page 14, 2.1.5	<p>Question: Does each bidder need to bid on all services (i.e. braille, large print and audio)?</p> <p>Response: Yes. The purpose of this IFB is to award one contract in accordance with the New York State Finance Law, and all other applicable State and federal laws and regulations for the provision of: timely conversion and delivery of Dynamic Notices as well as the conversion and duplication of Static Documents identified by the OTDA in alternative formats including 18 point (fillable and non-fillable 18 point data as identified for Static Documents), audio conversion file, data CD (fillable and non-fillable data CD as identified for Static Documents), and Braille.</p>
2.	Page 2, Page 9, 1.12.4 Page 11, 1.15.3.3	<p>Question: I see there is conflicting times for the Bids to be received in the IFB. Section 1.15.3.3 states that the bids must be received by the OTDA on or before the close of business (4:00 P.M.) and section 1.12.4 states that the time of bid receipt is 3:00 P.M.</p> <p>Response: Bid submissions must be mailed or hand-delivered to the address listed below, no later than 3:00 p.m., EDT on May 11, 2015. Section 1.15.3.3 will be amended to reflect this time.</p>
3.	Page 9, 1.12.2 Page 10, 1.14.1	<p>Question: I see there is conflicting times for when the Questions are Due from Vendors on 4/20/2015. Section 1.12.2 states that the Questions are Due from Vendors at 3:00 P.M, EDT and Section 1.14.1 states all questions must be received no later than 4:00 P.M.</p> <p>Response: OTDA accepted Questions from Vendors received no later than 4:00 P.M. on 4/20/2015.</p>
4.	Attachment Labeled 2015 AFMS Appendix D,	<p>Question: I see you request pricing for various pages, do have an estimate average per request. Understanding there are always exceptions. Just trying to determine some kind of average.</p> <p>Response: The numbers of pages associated with Dynamic Notices are provided in columns D and E on the Bid Submission LOT ONE Tab.</p>
5.	Page 43, 3.5.2.1 Page 51, 3.6.2 Page 57, 3.10.4 Page 57, 3.10.5	<p>Question: We see that Business Day is described as Monday through Sunday- Is this just meaning there is a requirement of having staff available to you 7 days a week? USPS does not accept mail on Sunday and in some regions is limited acceptance on Saturdays.</p> <p>Response: OTDA will have special runs that are run on Saturdays or Sundays</p>

#	IFB Section	Question and Response:
		that will need to be printed, converted, inserted, metered and sent to the USPS within 24 hours of the processing or the next USPS business day. Additionally, depending on the volume of any particular batch it may be necessary for the Contractor to work on Saturday and Sunday to meet the stipulated timeframe in the IFB.
6.	Page 45, 3.5.3	<p>Question: Can you provide specifications for the envelopes?</p> <p>Response: We did not specify envelope size for Alternate Format Dynamic Notices, as the size of the postal containers for Large Print (18 Point) and Braille will vary depending on the size of the notice after conversion. What specifications we do require are provided under section 3.5.3. for each type of Alternate Format type under the "Suggested Postal Container" and/or "Postal Container".</p>
7.	Page 10, 1.15.1 Page 10, 1.15.3.2 Page 11, 1.15.3.3	<p>Question: According to sections 1.15.1 & 1.15.3.2 & 1.15.3.3, it reads that email bid transmissions are acceptable, is this correct? If so, hard copies are not required, correct?</p> <p>Response: Correct, Emailed Bid Submissions are acceptable and in such case hard copies are not required. However, if the bid is emailed, the e-mail must contain an original copy of the Information Sheet of the IFB and each required document as listed in section 1.15.1 of this IFB, which must be signed by an official authorized to bind the Bidder.</p>
8.	Page 14, 2.1.4	<p>Question: Section 2.1.4 describes estimated volume of Alternate Format Dynamic Notices over a 12 month period. For clarification, are these individual notices or pages?</p> <p>Response: Individual notices.</p> <p>Question: Also, how are the Annual, Monthly, Daily and No Regular Schedule numbers determined?</p> <p>Response: **The Social Security Administration (SSA) provided OTDA with the numbers of NYS Supplemental Security Income (SSI) recipients in currently receiving Special Notice Options (SNO), including braille, audio, large print, and data CD. OTDA then combined these numbers with an American Community Survey (ACS) estimate of the number of NYS SSI recipients that were visually handicapped to calculate the percentage of blind and visually handicapped person that took the SNO. Finally, OTDA applied the resulting percentage to ACS estimates of the number of visually handicapped persons served by OTDA via Supplemental Nutrition Assistance Program (SNAP), Public Assistance (PA), Medicaid (MA) and Home Energy Assistance Program (HEAP), to determine the population of New Yorkers in receipt of the aforementioned programs that we could reasonably foresee requesting an alternative format. OTDA then applied that percentage to the average number of notices sent to a recipient in a given year, per program, to arrive at the numbers provided.</p> <p>Question: We would typically assume the annual count to be the sum of Monthly, Daily and No Regular Schedule.</p> <p>Response: For the purpose of the Alternate Format and Mail Services IFB the</p>

#	IFB Section	Question and Response:
		<p>“annual” count is the estimated number of notices that are required to be converted to Alternate Formats associated with batches or runs that are produced once a year, every year or “annually”.</p>
9.	Page 16, 2.2.5	<p>Question: Section 2.2.5 states bid tabulations will be provided to all bidders – when will this be distributed?</p> <p>Response: Upon completion of the Administrative review specified in Section 2.2.5.1 of the IFB.</p>
10.	Page 20, 2.8	<p>Question: Section 2.8 – Contractor Compensation. Are general terms NET 30?</p> <p>Response: Correct, General Terms are NET 30 in accordance with 2.8.1. However, Bidders are not precluded from offering prompt payment and/or postage discounts as specified in 2.8.2. Please see Section 2.8.4 for postage reimbursement terms.</p>
11.	Page 35, 3.1.2	<p>Question: Section 3.1.2 – It is understood that Audio Conversion of Dynamic Notices are a requirement for this contract. Can contractors provide synthetic Text-to-Speech audio files with accurate pronunciation in the various languages in place of human voices?</p> <p>Response: No. Translations services must be provided by translators who must possess sufficient education, training, skill and experience to provide the services requested. Those persons must also possess a command of the English language, both written and spoken. In addition, a familiarity with U.S. culture is required to understand context and meaning of common terms and language.</p>
12.	Page 36, 3.1.8	<p>Question: Section 3.1.8 – This section requires Contract Managers to attend meetings, are this remote virtual meetings, or on-site?</p> <p>Response: **It is anticipated that in most instances the contractor can participate via conference call or through a virtual meeting environment, unless the subject matter requires in-person attendance.</p> <p>Question: Also, how frequent will these meetings be?</p> <p>Response: **During the development and implementation period meetings will take place at least once a week. Following this stage, meetings are expected to occur once per month.</p>
13.	Page 37, 3.1.15 Page 37, 3.1.16	<p>Question: Sections 3.1.15 & 3.1.16 – Are there page size limits for converted Large Print documents? Are 11”x14” and 11”x17” permissible? Double or single sided?</p> <p>Response: See sections 3.5.3.1 and 3.5.4.1, which states for size “18 point Arial font on 8 ½ x 11 flat size, duplex printed (printed on both sides of a sheet of paper).</p>
14.	Page 39, 3.1.26	<p>Question: Section 3.1.26 – Will the awarded contractor be able to bill against work done under the 8 month testing period?</p> <p>Response: The Contractor is required to produce Alternate Format Static</p>

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		<p>Documents during this eight (8) month testing/transition period and as such will be able to bill against this work.</p> <p>It is envisioned that Dynamic Notice conversion will take place in phases (and as such testing will be in phases) during the eight (8) month testing/transition period and not all OTDA Dynamic notices will become operational at the same time. As such the Contractor will be able to bill against those notices that become operational during the eight (8) month testing/transition period.</p>
15.	Page 40, 3.1.26.1	<p>Question: Section 3.1.26.1 – The 5 day delay example reads “\$5,000”, this should be \$25,000 correct?</p> <p>Response: \$25,000 is correct for a five day delay. Five days x \$5,000 = \$25,000.</p>
16.	Page 40, 3.2.1	<p>Question: Section 3.2.1 indicates contractors must use recycled paper for end deliverables. Can the selected contractor use non-recycled paper for all Braille deliverables considering recycled paper may not retain dot quality?</p> <p>Response: Pursuant to Executive Order (EO) 4, commencing no later than July 1, 2008, all copy paper, janitorial paper and other paper supplies purchased by each State agency or authority shall be composed of 100% post-consumer recycled content to the maximum extent practicable and all copy paper and janitorial paper shall be process chlorine free to the extent practicable, unless such products do not meet required form, function or utility, or the cost of the product is not competitive. OTDA’s Contractor responsible for Braille SSP notices found that they were not able to use recycled paper as they could not find a 65lb tag low dust factor Braille paper made with recycled content that could work in their machines. Our research at the time supported this finding and as such using non recycled paper for Braille is acceptable.</p>
17.	Page 43, 3.5.1.7	<p>Question: Section 3.5.1.7 – Mentions Documents will be text extractable, however sample Exhibit 2 page 3 is an image (including a majority of Exhibit 1). Are these expected to be re-typed? If so, is there a separate fee category for extractable vs. non?</p> <p>Response: The files will be in PostScript format when they reach the vendor. If the vendor can read from PostScript they will be able to extract text. There is no separate fee category for extractable vs. non.</p>
18.	Page 43, 3.5.2.3	<p>Question: Section 3.5.2.3 – Static Document Proofs are required for the various alternative formats. Can the contractor bill for these proofs along with requested copies once the job is complete?</p> <p>Response: No, there is no provision in the Alternate Format and Mail Services IFB for separate billing for proofs. Proofs are provided at the cost of the vendor to the OTDA for review and approval prior to reproduction.</p>
19.	Page 44, 3.5.2.11	<p>Question: Section 3.5.2.11 – For Static Document Packing containers, boxes will be used with no more than 40 lbs. gross weight per order. Will individual boxes need to be palletized given jobs will ship once complete?</p> <p>Response: **If the number of boxes associated with a completed job is less than a pallet and cannot be shipped with other jobs to our distribution center to fill a pallet then it is appropriate to ship to our distribution center without a pallet.</p>

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		However, the OTDA reserves the right to reject any damaged product and will not be held responsible for the cost of reproduction or shipping of the replacement of the damaged product.
20.	Page 45, 3.5.3.1	<p>Question: Section 3.5.3.1 – Would comb or spiral binding be acceptable for large print deliverables?</p> <p>Response: **It is acceptable to staple large print deliverables in the right-hand corner rather than using the more expensive comb or spiral binding which is not required at this time.</p>
21.	Page 46, 3.5.3.4	<p>Question: Section 3.5.3.4 – Would comb binding be acceptable for braille volumes produced?</p> <p>Response: **It is acceptable to staple Braille volumes in the right-hand corner rather than using the more expensive comb or spiral binding which is not required at this time.</p> <p>Question: Also, what cover type is required, paper or polyvinyl?</p> <p>Response: **When a cover is required, paper will be sufficient.</p> <p>Question: Will tactile graphics be need for any images?</p> <p>Response: **At this time, no tactile graphics will be needed for images.</p>
22.	Appendix D, Price Schedule	<p>Question: AppD Price Schedule – Each time the file is opened, excel asks to update links, however these will not update.</p> <p>Response: **It is not necessary for the links to update for the sheets to calculate correctly. Click on “Don’t Update”.</p>
23.	Appendix D, Price Schedule	<p>Question: AppD Price Schedule – For all categories including Braille, print page numbers are used to help determine prices correct?</p> <p>Response: Yes. The number of pages per notice in columns D and E on the Bid Submission LOT ONE tab reflects the number of pages (page is one (1) side of a sheet of paper) per notice prior to conversion to any Alternate Format identified in the Alternate Format and Mail Services IFB.</p>
24.	Appendix D, Schedules II through IV	<p>Question: What criteria does OTDA use to define the complexity?</p> <p>Response: **OTDA compiled samples of Dynamic Notices and Static Documents and determined high, medium and low complexity of documents based on the number of pages, content and potential of difficulty converting the document to an Alternate Format.</p>
25.	Page 10, 1.15.3.2	<p>Question: Can you confirm that e-mail delivery of the responses is acceptable (section 1.15.3.2)?</p> <p>Response: Emailed Bid Submissions are acceptable and in such case hard copies are not required. However, if the bid is emailed, the e-mail must contain an original copy of the Information Sheet of the IFB and each required document as listed in section 1.15.1 of this IFB, which must be signed by an official authorized to bind the Bidder.</p>

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26.	Page 43, 3.5.2.2	<p>Question: Can you confirm that the static documents are coming over in PDF format and do not require any data extraction?</p> <p>Response: Static Document will be transmitted in a mutually agreed upon format, however it is the expectation that the Contractor will be required to extract data and convert the Static Documents to the identified Alternate Format and verify that page references within the document are correct with the possible increase of pages and/or change in format. See section 3.1.23.</p>
27.	Page 46, 3.5.3.4	<p>Question: How are the Braille mail pieces currently being mailed – folded in to a #10, Flat Envelopes or roll container?</p> <p>Response: OTDA's Contractor responsible for Braille SSP notices uses 9" x 12" yellow craft flat envelopes for low count notices and 10" x 13" white envelopes to high count Braille notices.</p>
28.	Page 46, 3.5.3.4 Page 50, 3.5.4.6	<p>Question: How are the Braille documents bound?</p> <p>Response: **OTDA's Contractor responsible for Braille SSP notices currently staple documents in one of the corners, and this is a sufficient way to bind the Braille documents.</p>
29.	Page 52, 3.6.6.6 Page 52, 3.6.6.5.7 Page 52, 3.6.6.6.1	<p>Question: What postage rate are Braille pieces being mailed – first class, standard class, Mailing Free matter for the Blind?</p> <p>Response: The Contractor will ensure that all one and two ounce pieces of mail are metered at the correct automation rate for first class mail as determined by the current U.S. Postal Service Domestic Mail Manual. The Contractor will ensure that all other alternate formats pieces of mail will be metered at the full first class rate for the appropriate weight.</p>
30.	Attachment Labeled 2015 AFMS Appendix D	<p>Question: What does a typical daily workload contain-Page count and Quantity for both the Large format, audio, and Braille?</p> <p>Response: **Column A on the Bid Submission, LOT ONE Tab includes the time-frame in which notices are anticipated to be mailed.</p>
31.	Page 52, 3.6.6.6 Page 53, 3.6.7.2 Page 53, 3.6.7.4	<p>Question: Do the Large Format page counts dictate that we need to mail them as flats?</p> <p>Response: It is OTDA's intent that all Alternate Format Notices regardless of type be mailed out at the first class rate. Due to the varying size of the notices converted to 18pt or Braille, OTDA requires that the Contractor provide the appropriate mailing container for the size, weight, and paper choices for mailers to ensure mailing costs are economical, secure and confidential, including the use of USPS Regional Rate Boxes.</p>
32.	Page 43, 3.5.2 Page 43, 3.5.2.1	<p>Question: Will the large print notice files come in 18pt font from NY OTDA? Will the contractor be required to convert font sizes-meaning if we receive a 12pt file will we need to convert the file to 18 pt for the dynamic notices?</p>

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39.	Page 42, 3.5.1.3.6	<p>Question: Will the files be output in PostScript format?- If we want to be more specific we could ask if the files are output from HP Exstream.</p> <p>Response: In general we will use PostScript except for notices that are requested in a different format for constraints introduced by technology like storage or rendering.</p>
40.	Page 37, 3.1.13 Page 38, 3.1.23 Page 38, 3,1,24	<p>Question: Will we be responsible for converting English text to the various languages listed?</p> <p>Response: Currently, Dynamic Notices are printed in both English and Spanish. Static Documents are currently available in the languages listed in Section 3.1.23 on page 38. The Interpreter Services cover sheets are currently available in the languages listed in 3.1.24. As such, the translation of English to the noted languages for 18pt conversion will not be necessary, however it is important to note that it is the Contractor's responsibility to ensure that the conversion from the standard point font to 18pt in the languages listed is done in a comprehensive way ensuring the language and content is not altered and references within the document to pages and sections are adjusted for the reformatting.</p>
41.	Page 8, 1.6.6	<p>Question: Can we outsource the Braille Printing or interpreting and CD/mp3 generation?</p> <p>Response: See page 63, Article 6, which states; "There will be not subcontracting for the provision of services required under this Agreement, except for the provision of translation services from English to languages specified in section 3.1.23, 3.1.24 and 3.1.25 which must be performed by Translators designated by the contractor who must possess sufficient education, training, skill and experience to provide the services requested. In addition, a familiarity with U.S. culture is required to understand context and meaning of common terms and language usage.</p>
42.	Attachment Labeled 2015 AFMS Appendix D	<p>Question: Can you clarify where pricing is to be input for Lot One (Dynamic Notices)?</p> <p>Response: Attachment Labeled 2015 AFMS Appendix D, Price Schedule TAB, Schedule I, Schedule II, and Schedule III.</p>
43.	Page 23, 2.10.4.15	<p>Question: Will the State hold negotiations after award of the project to the winning bidder?</p> <p>Response: The OTDA reserves the right to Negotiate additional terms and conditions in the agreement resulting from this IFB which are in the NYS's best interest and which do not substantially alter the requirements of this IFB, conflict with Appendix A, or conflict with State or federal laws.</p>
44.	4 General	<p>Question: Is the State amenable to considering alternative contract language during contract negotiations?</p> <p>Response: All Bidders must meet the requirements of the IFB. A Bidder is not precluded from proposing Bid Deviations which may lead to operational</p>

#	IFB Section	Question and Response:
		<p>efficiencies and cost savings (Section 1.15.1.3 of the IFB). It is at the discretion of the OTDA to accept a Bid Deviation and the Contractor would be expected to perform said additional or revised task(s) in accordance with the Contract. The appendix C checklist has been amended to require Bidders to confirm or comment by initialing or responding in the column labeled "Bidder's Response" whether or not the Bidder agrees to comply with the requirements, specifications, terms and conditions stated throughout the IFB. An Amended Version of Appendix C Bid Submission Checklist is available at http://otda.ny.gov/contracts/2015/AFMS/</p> <p>The OTDA reserves the right to Negotiate additional terms and conditions in the agreement resulting from this IFB which are in the NYS's best interest and which do not substantially alter the requirements of this IFB, conflict with Appendix A, or conflict with State or federal laws.</p>
45.	Page 77,4, Article 23	<p>Question: Will the State consider capping Vendor liability to an amount equal to the total amount that the customer has paid the Vendor in the 12 months prior to the relevant incident?</p> <p>Response: As Stated in Section 4, Article 23, The Contractor shall be liable for a breach of any express warranties, obligations and indemnifications set forth in the IFB and, except where expressly provided otherwise, the total liability of the Contractor and its subsidiaries for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the "Current Contract Amount" as indicated by the State Comptroller's Open Book New York</p> <p>http://www1.osc.state.ny.us/transparency/contracts/contractsearch.cfm.</p> <p>The OTDA does not intend to modify Section 4 Article 23.</p>
46.	Page 65, 4, Article 9	<p>Question: Will the State agree to pay all invoices within 30 days?</p> <p>Response: The OTDA will make best efforts to process all invoices within 30 days of their receipt; however, failure to make payments within said timeframe shall not be considered a breach of contract. Timeliness of payment and any interest to be paid to the Contractor for late payment shall be governed by Article XI-A of the State Finance Law to the extent required by law. The total five-year amount that can be paid under this contract shall be determined upon award. However, Bidders are not precluded from offering prompt payment and/or postage discounts as specified in 2.8.2. Please see Section 2.8.4 for postage reimbursement terms.</p>
47.	Page 56, 3.10	<p>Question: Will the State agree to cap all liquidated damages at 5% of State's monthly payments to Contractor?</p> <p>Response: The OTDA will not consider a modification of IFB Section 3.10.</p>

#	IFB Section	Question and Response:
48.	Page 69 4, Article 12	<p>Question: Will the State consider limiting vendor liability to damages directly resulting from vendor's own negligent acts or omissions?</p> <p>Response: The OTDA will not consider a modification of IFB Section 4 Article 12.</p>
49.	Page 73, 4, Article 18	<p>Question: Will the State consider equitable adjustment of pricing in the event of a termination in part by the State?</p> <p>Response: No, the OTDA reserves the sole discretion to determine the volume of work provided to the Contractor pursuant to this Agreement, and makes no commitment to any specific minimum volume of work.</p>
50.	Page 73, 4, Article 18	<p>Question: Will the State please confirm that, in the event of a termination for convenience, unamortized and reasonable wind-down costs are included in "reasonable and appropriate expenses incurred in good faith"?</p> <p>Response: In the event of termination for any reason, the Contractor shall not incur new obligations for the terminated portion and the Contractor shall cancel as many outstanding obligations as possible. The OTDA will not be obligated to pay the Contractor for any lost and/or anticipated profits. The Contractor is obligated to limit its wind down expenses to the maximum extent possible, such as using equipment for other purposes. The determination of what expenses are "reasonable and appropriate expenses incurred in good faith" shall be determined at the time of termination, but may include the cost of static documents previously produced for insertion with dynamic notices.</p>
51.	Page 73, 4, Article 18	<p>Question: Is the State amenable to negotiating any cure period prior to any termination for cause?</p> <p>Response: **OTDA has amended Section 4, Article 18 to include a cure period and require a corrective action plan.</p>
52.	Page 81, 4, Article 30	<p>Question: Does the State agree that all intellectual property developed prior to or independently of this project shall continue to be owned by vendor or any relevant third parties?</p> <p>Response: To the extent that computer programs or applications are created to perform services under the IFB, they will be owned by the OTDA pursuant to Section 4, Article 30.</p> <p>Proprietary Software and other intellectually property not developed specifically for this engagement shall remain the property of the Contractor or other relevant third party.</p>
53.	Page 77, 4, Article 24	<p>Question: Will the State consider compensating Vendor for any unrecoverable costs incurred by delay of the program due to acts or omissions of the State?</p>

#	IFB Section	Question and Response:
		<p>Response: Section 4 article 24 deals with Product Delivery. The decision of OTDA as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of an Alternative Format Dynamic Notice to the recipient rests with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify OTDA, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by OTDA. Failure to meet such time schedule may be grounds for cancellation of the order or, in OTDA's discretion, the Contract.</p>
54.	Page 79, 4, Article 26	<p>Question:</p> <p>Will the State please confirm that in the matter of acceptance of deliverables the following protocols are acceptable?</p> <p>Notwithstanding any other clause in this Contract:</p> <ol style="list-style-type: none"> 1. Acceptance shall not apply to any recurring services provided under the Contract, which shall be invoiced on a monthly basis. For avoidance of doubt, the following are the only non-service deliverables for this project: _____. 2. Acceptance criteria shall be clearly and unambiguously set forth in the Contract; 3. Acceptance criteria shall not change without a mutually-agreeable contract amendment signed by both parties; 4. Insofar as acceptance criteria are general and not specific, any of several possible specific forms of compliance shall be deemed to meet the criteria; 5. Evidence of acceptance shall be in writing; 6. An acceptance decision shall be rendered by the end of the review period set forth in the project schedule (or within five (5) days, in the event that there is no stated deadline for the review period); 7. A deliverable may be rejected only for one or more particular deficiencies documented in writing and that evidence clear failure to meet one or more contractual criteria; 8. All deficiencies must be reported to Xerox in one complete set by the end of the review period; 9. Xerox shall be granted a reasonable period of time in which to correct any documented deficiencies; 10. Acceptance shall be deemed given for any deliverable that has not been explicitly accepted or rejected in writing with a list of deficiencies by the deadline or that has been used for its intended purpose in a production environment for more than five (5) business days; and 11. Acceptance shall be irrevocable. <p>Response: Acceptance or rejection of a deliverable and the acceptance of a correction to a deficiency will be determined by reference to the terms and</p>

#	IFB Section	Question and Response:
		<p>specifications of the IFB. Where the IFB does not specify the form of a deliverable, the OTDA will provide an acceptable format.</p> <p>Delivery must be made as ordered and in accordance with the terms of this Agreement.</p> <p>Inspection and acceptance of the work required under this Agreement will be performed by OTDA. The decision of OTDA as to compliance with delivery terms shall be final.</p>
55.	Page 60, 4, Article 2	<p>Question: For clarification, would the State please confirm that, as used herein, “Time is of the essence” is defined to mean that Contractor will adhere to the mutually agreed upon schedule for performance and that any delay, no matter how <i>de minimis</i>, is cause for termination?</p> <p>Response: Section 4, Article 2, paragraph 4, is removed in its entirety; however deliverables are required within the time frames stipulated in the IFB.</p>
56.	Page 8, 1.6.6 Page 8, 1.11.1	<p>Question: In Section 1.6.6 it is stated that sub-contracting of the printing, production and mailing is not permissible. Yet Section 1.11.1 states that vendors are strongly encouraged and expected to consider NY businesses to partner with in order to fulfill the contract. These two sections seem to be in conflict with one another. Can the state clarify how a vendor would meet the new goals regarding MWBE if they cannot sub-contract for the major portions of the bid requirements?</p> <p>Response: **Section 2.15, on page 26 has been updated to remove the references to “Printing Services” from examples of indirect services that you may want to consider for compliance with MWBE subcontracting participation requirements: Accounting Services, Advertising, Building Maintenance, Car Rental, Cleaning Supplies, Copying, Electrical Services, Furniture, Heating and Cooling, Janitorial Services, Office Supplies, Pest Control, Publishing, Rubbish Removal, Security, Shredding Services, Tax Preparation, Technical Writing, Training, Travel Services, etc. A listing of New York State (NYS) Certified MWBE’s can be found at https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp</p> <p>As indicated in Section 2.1.5 on page 14 “As noted in section 1.6.6, subcontracting for printing and mailing services is not allowed under this IFB and this portion of the contract cost is not subject to MWBE participation goals.” However, Section 1.6.6 allows subcontracting for language translation services which can be provided by a number of NYS Certified MWBE’s at the above listing searching by commodity code ESD-I-0678.</p>
57.	Page 29, 2.17.2.11	<p>Question: Does Braille translations count as a service related to “language translation” and therefore fall into the category that is allowed to be fulfilled by a sub-contractor?</p> <p>Response: No. The act of converting a standard format Dynamic Notice/Static Document to Braille is not a service that can be subcontracted; however in those instances that the request is to convert a standard format Dynamic Notice/Static to Braille in a language other than English, the language translation component of the service can be subcontracted. See page 63, Article 6, which states; “There will be not subcontracting for the provision of services required under this Agreement, except for the provision of translation services from English to</p>

#	IFB Section	Question and Response:
		languages specified in section 3.1.23, 3.1.24 and 3.1.25 which must be performed by Translators designated by the contractor who must possess sufficient education, training, skill and experience to provide the services requested. In addition, a familiarity with U.S. culture is required to understand context and meaning of common terms and language usage.
58.	N/A	<p>Question: Will the state communicate why a vendor was not awarded under the bid let in 2014?</p> <p>Response: Two vendors were awarded contracts as a result of the 2014 SSP Notifications (Print, Alternate Format and Mail Services) IFB. No other vendors were awarded contracts as selection was based on lowest bid for lot one and lowest bid for each of the lot two items. If you are referencing the 2014 Alternate Format for Blind and Visually Impaired Request for Information, there was no opportunity for award.</p>
59.	Page 7, 1.6.1.9 Page 23, 2.10.4.16	<p>Question: Section 2.10.4.16 indicates that the state may “select and award contracts to more than one bidder”...however Section 1.6.1.9 states that “One contract will be awarded for the entire project”. Can the state please confirm that this contract will be awarded to only one vendor?</p> <p>Response: Yes, it is OTDA's intention to award one contract for the entire project.</p>
60.	Page 38, 3.1.23	<p>Question: May we assume that Italian was left off this list of languages in error?</p> <p>Response: Please see 3.1.23.6, Italian is included in this list of languages.</p>
61.	Page 35, 3.1.2	<p>Question: Can the OTDA point the bidder to the location of an Audio conversion file</p> <p>Response: Audio conversion will be the responsibility of the contractor. Refer to sections 3.5.3.2 and 3.5.4.3 in this Alternate Format and Mailing Services IFB.</p>
62.	Page 35, 3.1.2	<p>Question: Where are audio conversion files proposed to exist, where are they delivered to electronically</p> <p>Response: Refer to sections 3.5.3.2 and 3.5.4.3 “Other Specifications”. OTDA will require the Contractor to transmit MP3 audio files electronically via email to the OTDA.</p>
63.	Page 3.1.14	<p>Question: Can the contractor substitute Fillable PDF format for Rich Text Format</p> <p>Response: Fillable PDF format can be a substitute for Rich Text Format as long as it is JAWS or other screen readers compatible.</p>
64.	3.5.1.3.2	<p>Question: Does OTDA have a postscript file for review by the contractor</p> <p>Response: Yes, postscript files have been added as Exhibits 6, 7.</p>
65.	Page 43, 3.5.2.7	<p>Question: Can OTDA further explain why static documents will be needed to be delivered to OTDA and not used in contractor mail operations.</p>

#	IFB Section	Question and Response:
		<p>Response: Static Documents of various Alternate Formats will be retained by the Contractor to be used in mail operations as required. However, OTDA also requires versions of the various Alternate Formats Static Documents at our facility to fulfill individual requests from social services districts and clients.</p>
66.	Page 52, 3.6.6.6.4	<p>Question: Will OTDA provide supporting document sort data for USPS Intelligent Mail Barcoding, ZIP plus 4, and any other relevant postal price offerings?</p> <p>Response: No. OTDA is relying on the Contractor's expertise to comply with all USPS requirements as well as obtain the most cost effective postage discounts.</p>
67.	Page 52, 3.6.6.6.5	<p>Question: Will OTDA consider permit envelope indicia instead of metering and replenish the permit account itself?</p> <p>Response: No.</p>
68.	Page 53, 3.6.7.3	<p>Question: Is the intention of OTDA to have the contractor append the envelope with a label or will the contractor be able to code the window section of the address at print and before insert?</p> <p>Response: There are a variety of options available to accomplish this, OTDA will work with the vendor during the testing period to determine which option will meet the needs of both OTDA and the vendor capability. OTDA will consider using a label method as an option.</p>
69.	Page 57, 3.10.5	<p>Question: What are the prior volumes of "special runs"?</p> <p>Response: All work from any run whether Daily or Special will impact a small percentage of the entire batch. Therefore the volumes will be from 1 to 1600. If zero clients are found needing an Alternate Format, then no file will be sent to the vendor.</p>
70.	Page 45, 3.5.3 Page 47, 3.5.4 Samples and Appendix D	<p>Question: What determines high, med & low complexity – is it formatting or content?</p> <p>Response: OTDA compiled samples of Dynamic Notices and Static Documents and determined high, medium and low complexity of documents based on the number of pages, content and potential of difficulty converting the document to an Alternate Format.</p>
71.	Page 45, 3.5.3 Page 47, 3.5.4 Samples Appendix D	<p>Question: What volumes would there be roughly for each of the different complexities for each of the doc types: static vs dynamic?</p> <p>Response: Refer to 15-AFMS-AppC.xls at the attached link https://otda.ny.gov/contracts/2015/AFMS/15-AFMS-AppD.xls</p> <p>Static Documents – See Bid Submission LOT TWO Tab, Column B, Estimated Number of Forms Requiring Conversion Annually.</p> <p>Dynamic Notices – See Bid Submission LOT ONE Tab, Column B</p>
72.	Page 45, 3.5.3 Page 47, 3.5.4 Samples	<p>Question: What format are the documents created in? MS Word, InDesign etc.</p> <p>Response: Dynamic Notices - In general we will use PostScript except for</p>

#	IFB Section	Question and Response:
	Appendix D	<p>notices that are requested in a different format for constraints introduced by technology like storage or rendering.</p> <p>Static Documents – Static Documents will be transmitted electronically by a PDF, PDF/UA, Word Document, RTF or other mutually agreed upon format.</p>
73.	Page 45, 3.5.3 Page 47, 3.5.4, Samples Appendix D	<p>Question: Can the state please publish samples of the source documents rather than the PDFs as this will determine the effort for DTP of the target versions?</p> <p>Response: Provided, see Exhibits 6 and 7.</p>
74.	Page 45, 3.5.3 Page 47, 3.5.4	<p>Question: Are translations of the Dynamic Notices & Static Documents for these documents already being delivered by an existing vendor. If so could you provide an indication of overall spend on document creation and if possible what the split is in % by language</p> <p>Response: Currently, Dynamic Notices are printed in both English and Spanish. Static Documents are currently available in the languages listed in Section 3.1.23 on page 38. The Interpreter Services cover sheets are currently available in the languages listed in 3.1.24. As such, the translation of English to the noted languages for 18pt conversion will not be necessary, however it is important to note that it is the Contractor’s responsibility to ensure that the conversion from the standard point font to 18pt in the languages listed is done in a comprehensive way ensuring the language and content is not altered and references within the document to pages and sections are adjusted for the reformatting.</p>
75.	Page 45, 3.5.3 Page 47, 3.5.4	<p>Question: If the documents are already being translated by another vendor, is there any use of translation memory and will the memory be provided during set-up.</p> <p>Response: The Dynamic Notices and Static Documents, and Interpreter Services cover sheets will be provided translated to the contractor.</p>
76.	Page 46, 3.5.3.4 Page 50, 3.5.4.6	<p>Question: Is Braille printing in only Grade 2 or will there be requirements for ability to print in both Grades 1 & 2?</p> <p>Response: Only Grade 2 Braille.</p>
77.	Page 45, 3.5.3.1 Page 47, 3.5.4.1	<p>Question: Are there separate files for standard font (assumed to be 12 pt) vs Large Print (18pt) font or is there an indicator on the data records?</p> <p>Response: The Contractor will be required to print only Large Print (18PT) font notices, not standard size notices.</p>
78.	Pages 45 – 50 3.5.3 and 3.5.4	<p>Question: Will there be an indicator on the files received that identify which language a notice is to be printed?</p> <p>Response: Dynamic Notices are printed in English and/or Spanish and in general we will use PostScript except for notices that are requested in a different format for constraints introduced by technology like storage or rendering.</p>
79.	Page 14, 2.1.4	<p>Question: How many Notice types are currently in production?</p>

#	IFB Section	Question and Response:
		<p>Response: Currently there are 72 notice types in production. However, one of the notice types contains variable content depending on the program and action. Any give batch of these types of notices will contain notices with varying content and number of pages.</p>
80.	Page 45 – 50, 3.5.3 and 3.5.4	<p>Question: Can Notice translation be sub-contracted for print and/or audio?</p> <p>Response: No. See page 63, Article 6, which states; “There will be not subcontracting for the provision of services required under this Agreement, except for the provision of translation services from English to languages specified in section 3.1.23, 3.1.24 and 3.1.25 which must be performed by Translators designated by the contractor who must possess sufficient education, training, skill and experience to provide the services requested. In addition, a familiarity with U.S. culture is required to understand context and meaning of common terms and language usage.</p>
81.	Page 45 – 50, 3.5.3 and 3.5.4	<p>Question: Can Braille print production be sub-contracted?</p> <p>Response: No. See page 63, Article 6, which states; “There will be not subcontracting for the provision of services required under this Agreement, except for the provision of translation services from English to languages specified in section 3.1.23, 3.1.24 and 3.1.25 which must be performed by Translators designated by the contractor who must possess sufficient education, training, skill and experience to provide the services requested. In addition, a familiarity with U.S. culture is required to understand context and meaning of common terms and language usage.</p>
82.	Page 14, 2.1.4	<p>Question: What is the anticipated volume of Braille requests?</p> <p>Response: See attachment Labeled 2015 AFMS Appendix D, Bid Submission LOT ONE Tab, Column T for anticipated volume of Braille Dynamic Notices.</p>
83.	Page 45, 3.5.3.1 Page 47, 3.5.4.1	<p>Question: Exhibit 4 (High Complexity Dynamic Document) appears to have both 18 point font and 11 point font. If a form requires Large Print is the entire document (other than mailing / return address) to be in 18 point font?</p> <p>Response: Large Print (18 point) Dynamic Notices and Static Documents are required to be printed in 18 point Arial font.</p>
84.	Page 57, 3.10.5	<p>Question: Are the Special Runs conducted every weekend? (in 3.10.5 they are classified as weekly, monthly & yearly notices)</p> <p>Response: OTDA currently generates Special Run notices 50 of the 52 weekends a year.</p>
85.	Page 57, 3.10.5	<p>Question: The proposal says we can receive notice files up to 6p on a Saturday or a Sunday and those documents would need to be mailed the following USPS business day. How early are the files normally transmitted?</p> <p>Response: Most weekends files will be sent between 6 A.M. and 6 P.M on Saturday and no later than 6 P.M on Sunday. Sunday notices are rare.</p>

#	IFB Section	Question and Response:
86.	Page 51, 3.6.6.2	<p>Question: In 3.6.6.2 there is a note that says Other State Agency Static Documents may be required to be inserted with Alternate format Client Dynamic Notice. Please describe a scenerio where this would occur. Would any records where this would apply be in a separately transmitted record file or co-mingled with other records not requiring the insert?</p> <p>Response: OTDA will provide the Contractor with Alternate Format Documents from Other State Agencies to be hand collated with like Alternate Format Dynamic Notices as required.</p>
87.	Page 51, 3.6.2	<p>3.6.2 States the Contractor will ensure that is prepared to provide all mail fulfillment services every Monday through Sunday, and acknowledges OTDA's expressed intent that mail processing will occur every Monday through Sunday, exclusive of USPS holidays. As the Albany USPS Business Mail Entry Unit does not receive permit mailings over the weekend, would there be an expectation of any metered mail being processed and delivered to USPS retail window over the weekend?</p> <p>Response: OTDA will have special runs that are run on Saturdays or Sundays that will need to be printed, converted, inserted, metered and sent to the USPS within 24 hours of the processing or the next USPS business day. Additionally, depending on the volume of any particular batch it may be necessary for the Contractor to work on Saturday and Sunday to meet the stipulated timeframe in the IFB.</p>
88.	Pages 45-50, 3.5.3 and 3.5.4	<p>Question: When receiving Audio conversion file data, would we receive just the Dynamic Data with an indicator of the notice type the data is to be included in? Could the dynamic data record details be presented at the beginning of the Audio file with the audio details that do not change being read after that point?</p> <p>Response: Yes.</p>
89.	Pages 45-50, 3.5.3 and 3.5.4	<p>Question: If we had to present Static Document audio files, would they be expected to be included as a separate Compact Disc or included as a separate track with the Dynamic Data record detail?</p> <p>Response: A separate track than the Dynamic Notice Data recorded on the same Compact Disc.</p>
90.	Pages 45-50, 3.5.3 and 3.5.4	<p>Question: When you specify that Audio Conversion files be placed on Compact Disc, MP3, electronic file or equivalent at discretion of OTDA:</p> <ul style="list-style-type: none"> - Would we need to convert audio files to the standard CDA compact disc audio format (for playback on standard CD players)? - Would we deliver MP3 audio files also by means of Compact disc only? - What other electronic file media could we be asked to provide Audio file data on? <p>Response: It is expected that Audio Conversion files be placed on the industry standard disc allowing for playback on standard CD players and computers.</p> <p>OTDA will require the Contractor to transmit MP3 audio files electronically via email to the OTDA.</p>

#	IFB Section	Question and Response:
		Other Electronic file media will be driven by changing industry standards.
91.	Page 9, 1.14.2	<p>Question: Will OTDA consider allowing this contract to be co-located in a facility already doing printing work for NYS OTDA?</p> <p>Response: Section 1.14.2 deals with the question and answer process. However, the OTDA has not placed any restrictions on the facility.</p>
92.	Appendix D, Bid Submission, Lot One Tab	<p>Question: Should printing and inserting costs be included within the cost for the English and Spanish Conversion Fees</p> <p>Response: The Appendix D price schedule and bid submission instructions state, "Prices are to include, but not be limited to, any and all cost of testing/transition, data exchange; the translation where required, conversion from original format to alternate formats as specified in section 1.6.1 of this IFB, and reproduction of Dynamic Notices and Static Documents; paper with the highest practical recycled content in accordance with section 1.6 of this IFB; mailing services and the provision of all other additional cost such as necessary financial reports; all reporting or other requirements, all overhead costs and profit, with the sole exception of postage, which is treated as pass through or reimbursable cost. Prices shall also include any other ancillary fees and costs including permits, licenses, insurance, etc.; and services not explicitly stated in these specifications, but necessarily attendant thereto."</p>
93.	Page 38, 3.1.21	<p>Question: The definition of printing and reproduction seems similar, can the State please clarify what differentiate reproduction from printing.</p> <p>Response: Section 3.1.21 has been amended as follows; Reproduction shall mean the process of manipulating an electronic print file to convert and reformat pre-existing documents from that file into Alternate Formats.</p>
94.	Appendix D, Bid Submission, Lot One Tab Schedules II and III	<p>Question: Should the pricing values be entered as price per page?</p> <p>Response: Yes, Bidders must enter per page pricing based on the quantities provided on the Bid Submission LOT ONE tab. The number of pages referenced on the Bid Submission Lot One Tab is based on the number of pages in the notice prior to conversion into an alternate format. Bidders must also enter pricing based on the level of complexity (low/medium/high). The Bid Submission LOT ONE tab will automatically populate based on the price entered on the Price Schedule Tab in Schedule II.</p>