

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
1	Appendix A	1	3	Vendor requests clarification that once the State supplies a purchase order they are confirming that the funds have been appropriated.	As stated in Section 2.2 of the Solicitation, OGS is not accepting any exceptions to Appendix A.
2	Appendix A	9	4	Vendor takes exception to Section 9 (Set-Off Rights) as this is a predetermined damage.	As stated in section 2.2 of the Solicitation, OGS is not accepting any exceptions to Appendix A.
3	Appendix B	9	3	Contractor proposes that confidentiality obligations be made mutual such that the State and/or Authorized User shall keep confidential and not disclose any of Contractor's confidential information	Appendix B section 9.a provides for confidentiality of Contractor materials provided there is compliance with the contractual and statutory provisions. OGS respectfully declines any further amendments.
4	Appendix B	32	8	Contractor wishes to clarify that any Purchase Order is only binding on the parties upon evidence of a written contract signed by an authorized representative of each of Contractor and Authorized User	As a centralized contract, the only "written contract" established is the document executed by OGS and the Contractor. The transactions under the centralized contract are undertaken through the Vendor Quote/Authorized User Agreement/Purchase Order process.
5	Appendix B	39	9	OGS should consider the removal of this section, as the sale of products/software are excluded under the resulting contract per section 1.3.	Appendix B was amended in response to this issue.
6	Appendix B	45	10	Vendor does not typically provide a bond or letter of credit and does not believe this should be applicable.	Please see Section 5.22 of the amended Solicitation.
7	Appendix B	45	10	Vendor requests removal of any bond requirement in Appendix B. We would like to reserve the option to discuss other cost effective options if selected that would reduce the Commissioner's overall cost and provide assurances that the Authorized User's project will be completed.	Please see section 5.22 of the amended solicitation.
8	Appendix B	45	10	Contractor proposes removal of right to require Contractor to furnish bid or performance bonds	Please see Section 5.22 of the amended solicitation.
9	Appendix B	47	10	Vendor takes exception to the statement that the State can terminate for material breach at Contractor's expense. Vendor will not agree to predetermined damages.	OGS respectfully declines the requested change.
10	Appendix B	48	11	Last paragraph on page 11-- volatility of market – Vendor takes exception to this being a condition for Force Majeure.	OGS respectfully declines the requested change.
11	Appendix B	48	12	Contractor proposes that Contractor shall be excused from any performance delays or failures caused by (a) delay or failure of a Authorized User to perform any of its retained responsibilities; (b) reprioritization or reduction of resources requested by Authorized User in writing; (c) Contractor's compliance or reasonable reliance on the Authorized User's written instructions or (d) failure of network, equipment or software provided by Authorized User to function.	OGS respectfully declines the requested amendment.
12	Appendix B	52	13	Vendor cannot agree to this section since it is predetermined remedies. Will such documentation be provided in the Mini Bid?	OGS respectfully declines the requested change. It is not clear what documentation is referenced.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
13	Appendix B	56	13	Vendor cannot agree to comply with all security procedures of Authorized Users unless we have had a chance to review and agree to such procedures.	Please see the amended Attachment 5 - Mini-Bid Template. It now requires the Authorized User to detail the applicable security requirements.
14	Appendix B	59	13	The services Vendor provides and the associated deliverable(s) would only be covered by a warranty if agreed upon between the parties on a case by case basis.	The resulting centralized contracts shall include standardized minimum warranty provisions as set forth in Appendix B. OGS respectfully declines the requested change.
15	Appendix B	59	14	Contractor proposes that (a) product performance and product warranty be modified such that deliverables shall, when delivered and accepted by Authorized User and for such additional warranty period as mutually agreed to in an applicable Purchase Order, conform to the specifications; (b) include customary carve-outs to title and ownership warranty; (c) virus warranty be modified so that Contractor shall take reasonable actions and precautions not to introduce any known viruses in licensed software; (d) insert disclaimer of any express or implied warranties except specified in Section 59, including warranties of merchantability and fitness for a particular purpose.	Please see amendments to Appendix B Section 59.
16	Appendix B	59	13-14	Vendor will not offer a 1 year warranty, or a 1 year warranty in addition to our standard warranty. Also, subsection (b) (Title and Ownership) indemnification for any breach of Contractor's warranties is not acceptable.	The resulting centralized contracts shall include standardized minimum warranty provisions as set forth in Appendix B. OGS respectfully declines the requested changes.
17	Appendix B	60	15	Vendor cannot agree to comply with all applicable laws, ordinances, rules, and regulations without the opportunity to review and agree to such laws, ordinances, rules, and regulations.	OGS respectfully declines the requested change.
18	Appendix B	61	15	Indemnity. The indemnification requires the contractor indemnify for damages "indirectly caused" by the Contractor. Please clarify whether the consequential damages waiver in Section 63 (c), page 15 of Appendix B applies to the indemnity. If not, what kinds of damages could the Contractor be liable for that were indirectly caused?	Please see amendments to Appendix B section 61.
19	Appendix B	61	15	Vendor will only agree to our standard language contained in the Vendor End User License Agreement (EULA) for these sections.	The resulting centralized contracts shall include standardized indemnification provisions as set forth in Appendix B. OGS respectfully declines the requested change.
20	Appendix B	61	15	Since the Contractor should only indemnify for that portion of the claim for which it is responsible, we believe there is a typo in the Indemnification provision. Specifically the word "solely" conflicts with the "to the extent" concept. Please see our suggested revision: "[...] provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act [...] of the Authorized Users."	While OGS respectfully declines this requested amendment, please see amendments to Appendix B section 61.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
21	Appendix B	61	15	Vendor will only agree to our standard language contained in the Vendor End User License Agreement (EULA) for these sections.	The resulting centralized contracts shall include standardized indemnification provisions as set forth in Appendix B. OGS respectfully declines the requested change.
22	Appendix B	62	15	Contractor proposes (a) additional carve-outs or exceptions to Contractor's infringement indemnity with respect to any combination with other products not contemplated, compliance with Authorized User's specific instructions or inclusion in any deliverable of content provided by Authorized User and (b) Authorized User indemnify Contractor against third party infringement claims arising from any content or materials provided to Contractor by Authorized User.	OGS respectfully declines the requested amendment.
23	Appendix B	63	15	Vendor's standard limitation of liability is 1X the amounts paid to Vendor Public Sector, Inc. for the relevant SOW	The resulting centralized contracts shall include standardized indemnification provisions as set forth in Appendix B. OGS respectfully declines the requested change.
24	Appendix B	63	15	Contractor proposes that the liability cap for direct damages shall not exceed an amount equal to 12 months of charges payable under the applicable Purchase Order.	The resulting centralized contracts shall include standardized indemnification provisions as set forth in Appendix B. OGS respectfully declines the requested change.
25	Appendix B	63	16	Vendor will only agree to our standard language contained in the Vendor EULA for these sections.	The resulting centralized contracts shall include standardized indemnification provisions as set forth in Appendix B. OGS respectfully declines the requested change.
26	Appendix B	63	16	Will OGS clarify or confirm that this clause applies to the services being performed? Product is defined as a "deliverable under any Bid or Contract which may include commodities, services, and/or technology." Does this mean that "services" are considered a deliverable and therefore is included in the definition of "Product"?	Yes, services to be performed under the resulting contracts are included within the definition of Product and subject to the limitation of liability provisions.
27	Appendix B	65	17	How Vendor licenses its software and provides technical support will be off of our standard terms and conditions. OGS should consider the removal of this section, as the sale of software is excluded under the resulting contract per section 1.3.	Neither software nor software maintenance can be acquired under the resulting contracts.
28	Appendix B	65	17	Contractor does not contemplate any license or acquisition of any of its proprietary products or tools by Authorized Users and requests clarification that any references to product being licensed be not applicable.	Appendix B section 65 has been omitted and Section 68 has been amended. Please see the revised Appendix B.
29	Appendix B	66	18	Vendor's software is COTS software and thus, Vendor does not generally provide for additional acceptance periods to its customers.	No COTS software can be acquired under the resulting centralized contracts.
30	Appendix B	66	19	Contractor proposes that the acceptance period for all deliverables shall be 30 days from the date of delivery.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
31	Appendix B	66	19	OGS should consider the removal of this section, as the sale of products/software are excluded under the resulting contract per section 1.3. Acceptance terms may be negotiated in the customer/vendor approved SOW that is a result of the Mimi-Bid process.	The resulting centralized contracts shall include standardized minimum acceptance provisions as set forth in amended Appendix B section 66.
32	Appendix B	66		Appendix B defines "Product" as a deliverable under any bid or contract which may include commodities, services and/or technology. In Section 66 of Appendix B, "Product Acceptance", it is our understanding that Product Acceptance would default to 60 days if the mini-bid doesn't specify an acceptance period. Would OGS consider reducing the acceptance period from 60 days to 10 business days?	OGS respectfully declines to decrease the default acceptance period to 10 business days.
33	Appendix B	67	19	This Section is subject to review and comment by Vendor IS Team	Please note that Appendix B Section 67 has been omitted. In addition, Section 2.2 of the Solicitation has been amended, removing the limitation on submission of bid deviations or extraneous terms to the first inquiry period.
34	Appendix B	68	19-20	Contractor proposes that (a) Existing Products include any of Contractor's products or IP that exist prior to or independent of the commencement of work under the Contract, including any improvements or derivative works thereof, and (b) that Contractor shall own and have title to such Existing Products or IP and the assignment and waiver provisions shall not apply to such Existing Products or IP.	Please see amendments to Appendix B section 68.
35	Appendix B	71	20	Vendor understands the State's concerns with the end of availability of a product/services, but Vendor would need to be able to negotiate this clause to conform it to the terms that it offers other customers.	Appendix B Section 71 has been omitted. Please refer to the revised Appendix B.
36	Appendix B	73	21	1) Due to a number of restrictive covenants in place with its shareholders, Vendor is unfortunately not able to place its source code in escrow. 2) Any custom development is built using Vendor's own proprietary know-how and the customer would not own this. Vendor does not support any COTS software or derivatives thereto that it does not solely own.	1) Appendix B Section 73 has been omitted. 2) Unless otherwise agreed to in the Authorized User Mini-Bid, the Authorized User will own the Product. Please see amended Appendix B Sections 68 a (iii) and b (ii).
37	Appendix B	16.f, Best Pricing Offer	5	Vendor requests an exception to eliminate the 'Best Pricing Offer' requirement. Due to the highly customized nature of the consulting services provided, and the competitive bidding process, we believe this requirement is not applicable. We request that Section 16.f be eliminated.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
38	Appendix B	17 (f)(g); Best Pricing Offer	5	Best Pricing Offer: The use of a Best Pricing Offer is tantamount to a Most Favored Customer provision. Neither of these concepts is appropriate in Professional Services Contracts. Governments often request Best and Final Pricing Offer provisions for the ordering of repeatable, commoditized, or non-unique services. The nature of System Integration work is the creation of a uniquely tailored solution for the benefit of the State. The Best and Final Offer clause is inapplicable for work of this type. Moreover, its use and enforcement will lessen the attractiveness (or, by contrast, increase pricing for) the State's IT marketplace for services. For similar reasons, a modification in an underlying GSA price - tailored for a subset of customers in the Federal market - are neither applicable nor connected to those services provided to a State customer. The Bidder proposes either removal or selective use of this provision only for contracts requesting commoditized services.	OGS respectfully declines the requested amendment.
39	Appendix B	17(f)	5	Request the following language be added to further clarify Appendix B, Section 17(f)... "This requirement applies to services quoted by Contractor for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases".	OGS respectfully declines the requested amendment. See Appendix B section 17.g for contractual provisions regarding special offer pricing.
40	Appendix B	17.f and 17.g Best Pricing Offer	5	Please confirm that this section does not apply to services offered under a mini-bid for this Centralized Contract.	OGS does not so confirm. This section applies to the resultant contracts.
41	Appendix B	17.f Best Pricing Offer	5	When determining whether contractor is offering "best pricing", please confirm that the State will consider: (i) the geographic location of each account; (ii) workload and complexity factors; (iii) service level requirements offered on each account; (iv) the duration and nature of the contractual commitments; (v) the volume of services being provided; and (vi) differences in contractual terms, conditions and risk allocations.	OGS respectfully declines the requested amendment.
42	Appendix B	20 Procurement Card	6	Are contractors required to accept procurement cards?	No, vendors are not required to accept procurement cards. However, all vendors will be provided the opportunity to indicate acceptance of the procurement card. Please see the amended version of Attachment 1 - Administrative Submission.
43	Appendix B	27e	7	Vendor takes exception to this provision as we would require the Authorized User to complete their current contracts in place with Vendor before migrating to the centralized contract.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
44	Appendix B	29. Scope Changes	8	<p>Vendor requests exception to Commissioner’s unilateral right to require changes to the Bid Specifications it deems within the scope of the Contract. This language in this provision is too broad because it could refer to any description of work to be performed. Vendor requests that any changes altering, adding, or deducting from the Bid Specifications, require the consent of the contractor, which shall not be unreasonably withheld.</p> <p>Revise to read as follows:</p> <p>The Commissioner may request changes by altering, adding to or deducting from the Bid Specifications, such changes to be within the general scope of the Contract. Such changes require the consent of the Contractor, which consent shall not be unreasonably withheld. 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.</p>	Appendix B section 29 refers to the OGS centralized contract. Please see Solicitation Section 7 for Authorized User Terms and Conditions.
45	Appendix B	29: Scope Changes	8	<p>The Bidder proposes that the State provide Contractors with the ability to initiate and engage in mutual discussions and analysis with the State concerning Changes to Scope. The currently proposed approach in the State’s Contract would limit the ability of a Contractor to submit or make a change, and rather limit the ability of the Contractor to initiate Scope Changes under any circumstance.</p>	Appendix B section 29 refers to the OGS centralized contract. Please see amended Attachment 8 - Enhancement Request Template and Attachment 9 - No Cost Change Request Template.
46	Appendix B	32. Purchase Orders	8	<p>Vendor requests notice of any additional written terms and conditions of a Purchase Order that conflict with the terms or conditions of the contract. In order to facilitate the negotiation, the Contractor requests the Authorized User highlight any added terms made to the Purchase Order that conflict with the terms and conditions of the Contract by enumerating any proposed changes in a cover sheet addendum to the Proposed Order, citing the relevant portions of the Contract affected by the proposed changes. Revise to read: Should an Authorized User add written terms and conditions to the Purchase Order that conflict with the terms and conditions of the Contract, the Contractor has the option of rejecting the Purchase Order within ten five business days of its receipt but shall first attempt to negotiate the additional written terms and conditions in good faith with the Authorized User, or fulfill the Purchase Order. In order to facilitate negotiation of the additional written terms and conditions, the Authorized user shall highlight any added terms made to the Purchase Order that conflict with the terms and conditions of the Contract by enumerating any proposed changes in a cover sheet addendum to the Proposed Order, citing the relevant portions of the Contract affected by the proposed changes.</p>	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
47	Appendix B	44. Subcontractors and Suppliers	10	Vendor requests an exception to limit the right of rejection to only those Subcontractors/suppliers performing a significant portion of the services under the Contract, as clarified in the exception to subsection 5.8.2	OGS respectfully declines this request. Please see amendment to Appendix B section 42 and 44.
48	Appendix B	45 Performance / Bid Bond	10	Will a performance bond be required in connection with this solicitation? If so, what is the amount of the performance bond?	No. Please see Section 5.22 of the amended Solicitation.
49	Appendix B	45 Performance / Bid Bond	10	Will a performance bond be required in connection with this solicitation? If so, what is the amount of the performance bond?	No. Please see Section 5.22 of the amended Solicitation.
50	Appendix B	45. Performance/Bid Bond	10	Vendor requests an exception to eliminate this provision. Our references and other qualifications submitted with our proposal should demonstrate that a performance bond or similar form of security is unnecessary. We request section 45 be eliminated.	Please see section 5.22 of the amended solicitation.
51	Appendix B	45: Performance Bond/ Bid Bond	10	Performance Bond/ Bid Bond: The Bidder proposes to limit the use of a Performance Bond for State Contracts as this duplicates other protections granted to the State, including retainage, service levels and Insurance. The bonding requirement also serves as a disincentive for robust Contractor participation. In light of the pre-qualified status of the Vendor Pool, the Bidder proposes to remove this requirement from the General Specifications.	Please see Section 5.22 of the amended Solicitation.
52	Appendix B	46; Suspension of Work	10	Suspension of Work: The Bidder proposes that any Suspension of Work provide for both an expected time period for a return to work and a process by which the parties will meet to discuss the removal of the suspension. The Bidder proposes the following additional language: "As part of any formal written notice of a suspension of work, an Authorized User shall provide the Contractor with information that specifies in commercially reasonable detail the basis for any suspension. The formal notice shall identify areas of deficiency or the independent basis for any suspension (e.g., suspension of funding) and, if applicable, the steps the Contractor must undertake to remove the suspension."	While OGS respectfully declines these requested amendments, please see amendment to section 46 of Appendix B.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
53	Appendix B	47 (b); Termination for Convenience	11	<p>Termination - For Convenience: The Bidder proposes that the Authorized User provide Contractors with a reasonable period of notice and opportunity to cure or mitigate costs, and, where applicable, allow for compensation for deliverables in progress or awaiting acceptance review, including recovery of a Contractor's demobilization costs. Given the nature of certain Authorized Users' payment schedules and the use of retainage on certain engagements, the ability of a Contractor to recover reasonable costs for works-in-progress is critical. The bidder proposes the following additional language for consideration and inclusion:</p> <p>"Contractor shall be entitled to recover reasonable cancellation and demobilization charges directly associated with the Contractor's activities under the Agreement, provided the Contractor provides the Authorized User with a schedule of costs and charges."</p> <p>"Contractor shall be entitled to recover from the Authorized User the agreed upon cost for deliverables and works-in-progress at the time of notice of termination, provided the Contractor provides the Authorized User with a schedule of costs and charges."</p>	While OGS respectfully declines these requested amendments, please see amendments to Appendix B section 47(b).
54	Appendix B	47 b. Termination, For Convenience	11	Vendor requests an exception to clarify the sixty days is the minimum notice period for termination for convenience. We also request clarification that the Contractor will be entitled to payment for outstanding deliverables. Insert "of not less than sixty (60) days" immediately after "or other specified period." Insert "for which Contractor has received payment" at the end of the last sentence.	While OGS respectfully declines the requested amendments, please see amended Appendix B section 47(b).
55	Appendix B	47.a. Termination, For Cause	10	<p>Vendor requests an exception to clarify that thirty days is the minimum cure period which must be allowed before the contract may be terminated for cause.</p> <p>Insert "in excess of thirty days" immediately after "or other specified period."</p>	OGS respectfully declines the requested amendment.
56	Appendix B	47.b Termination for Convenience	11	<p>The provision states that, in the event of a termination for convenience, contractor only receives compensation for unpaid charges. Would the State agree to modify this provision to allow for the equitable compensation for all services performed as well as any start-up and wind-down expenses reasonably incurred in connection with a terminated bid?</p>	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
57	Appendix B	52(d): Remedies for Breach (d) Reimbursement of Costs Incurred	13	Remedies for Breach (a) Cover/ Substitute Performance: The Bidder proposes to add language confirming as follows: "The parties acknowledge and agree that, notwithstanding the foregoing, the total cost of cover shall not exceed the Contract price."	OGS respectfully declines the requested amendment. The cost of cover is already subject to the limitation of liability provision set forth in section 63.
58	Appendix B	52.a. Remedies for Breach, Cover/Substitute Performance	13	<p>Vendor requests an exception to specify that this remedy is available only after a material breach that has not been cured within thirty days following Contractor's receipt of written notice of the material breach.</p> <p>Add the following immediately after "Contractor's material breach":</p> <p>that has not been cured within thirty (30) days following Contractor's receipt of written notice of the material breach</p>	Please see the amendment to Appendix B Section 52.
59	Appendix B	56. Security	13	<p>Vendor requests an exception to limit the applicability of this requirement to work performed at the Authorized User's facilities or when accessing the Authorized User's systems. We have our own security policies and procedures that apply to work performed on our systems or at our facilities. It is not possible for us to make work at our facilities or on our systems conform to all of the various policies and procedures of each one of our many clients. We also request an exception to make this provision an agreement rather than a warranty.</p> <p>Revise this section to read as follows:</p> <p>Contractor agrees that, when working at an Authorized User's facilities or when accessing an Authorized User's systems, it will comply fully with all security procedures of the Authorized User(s) in performance of the Contract including but not limited to physical, facility, documentary and cyber security rules, procedures and protocols.</p>	While OGS respectfully declines the requested amendment, please see amendments to Appendix B section 56.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
60	Appendix B	59 - Warranties	14	Respectfully request the following additions/clarifications of the General Specifications applicable to the contract Warranty: a) The State warrants that Contractor's use of any materials furnished by the State in connection with a Statement of Work does not infringe any copyright, trademark, trade secret or other right of any third party. (b) Contractor warrants that the Deliverables, in the form provided to the State, do not infringe any copyright, trademark, trade secret or other right of any third party. (c) ALL SERVICES ARE PROVIDED ON AN "AS IS" BASIS. CONTRACTOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE INFORMATION IN THE DELIVERABLES HAS BEEN OBTAINED FROM SOURCES THAT CONTRACTOR BELIEVES TO BE RELIABLE. ALL DELIVERABLES SPEAK AS OF THE DATE OF DELIVERY. CONTRACTOR HAS NO OBLIGATION TO ADVISE OF ANY CHANGE IN THE INFORMATION OR VIEWS CONTAINED IN THE DELIVERABLES.	While OGS respectfully declines these changes, please see Appendix B section 59 for the amended language.
61	Appendix B	59 Warranties, a-h	14	Vendor requests an exception to eliminate this warranty as not applicable for the proposed consulting services. We request that Section 59 be deleted.	While OGS respectfully declines this amendment, please see Appendix B section 59 for amendments.
62	Appendix B	59.a	14	In Appendix B, under Section 59, WARRANTIES, according to paragraph (a), the warranty period for deliverables will be the Project warranty period or a (1) year warranty period, whichever is longer. (1) year is an extremely long warranty period for the services and deliverables that will be provided under the resulting contract. Would OGS consider a (30) day warranty for services and a (90) day warranty for software development deliverables?	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
63	Appendix B	59: Warranties	14	<p>Warranties: The Bidder proposes to modify the Warranty language to reflect the fact that Contractors can only be responsible for the actions and activity of items, persons or – in particular for this provision, products, under their control. It is unreasonable to request that a Contractor represent and warrant that delivered products conform to performance standards when the Contractor can only report on Performance Standards as provided by a third party outside its control. The Bidder proposes the following modification: "Contractor represents and warrants that it has ordered or provided Products for the Authorized User based upon the requirements contained in this Contract and that the Products contain all manufacturer's specifications, documentation and procedures." Bidder proposes to modify language that would specifically distinguish between those warranties for a Product from warranties for a service provided based upon the same rationale described above. Bidder's request for a limitation is in accord with arrangements and contract language in other Projects with the State. The Bidder proposes to include critical language to be included in any Warranty provision, as follows: "The Authorized User acknowledges and agrees that because the Contractor is not the manufacturer or developer of Third-Party vendors' Products, any Third-Party vendors' Products provided hereunder are warranted solely under the terms and conditions of the third-party licenses or other agreements by which such products are governed." Any Warranty should include a clear disclaimer of Implied Warranties and thus be reflective of standard language contained in Professional Services Contracts and reflects Warranties that apply to other State Contracts with Information Technology and System Integrator Vendors. To fail to include this disclaimer would place the State's proposed SI Contract outside the norm and market practice for Government Contracting. Proposed additional language for this provision would include the following: "THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE GSA SCHEDULE CONTRACT ARE EXCLUSIVE AND EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE."</p>	<p>While OGS respectfully declines these requested amendments, please see amendments to Appendix B section 59. Please note that COTS and pre-existing software cannot be acquired under this contract.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
64	Appendix B	60. Legal Compliance	15	<p>Vendor requests an exception to change this provision from a warranty to an agreement. We can agree to comply with legal requirements so long as they are applicable to us as a provider of the services. We can agree to satisfy the Commissioner's request for proof so long as the request is reasonable.</p> <p>Revise this section to read as follows:</p> <p>Contractor agrees to secure all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the that are applicable to Contractor's performance of its obligations under the Contract. Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the reasonable satisfaction of the Commissioner that it meets or exceeds all requirements of the Bid and Contract and any applicable laws, including but not limited to, permits, licensing, and shall provide such proof as reasonably required by the Commissioner.</p>	OGS respectfully declines the requested amendment.
65	Appendix B	60: Legal Compliance	15	<p>Legal Compliance: Although the Bidder will comply with all applicable laws, it proposes to add an affirmative statement to clarify that each party is responsible for its own compliance with applicable laws, and shall not represent or warrant its compliance with the other party's legal obligations. In particular, the Bidder would propose to add the following to Section 60 to read as follows: "In full accord with the foregoing, all parties acknowledge and agree that each party will retain responsibility for its compliance with any laws, regulations, or other authorities, including those areas on which it relies on the other party's performance under the Contract."</p>	OGS respectfully declines the requested amendment.
66	Appendix B	61. Indemnification	16	<p>Vendor requests an exception to change the standard for indemnification from negligence to gross negligence or willful misconduct. We also request an exception to the obligation to indemnify "without limitation." We propose the indemnification obligations be subject to the limitation of liability set forth in section 63. Revise this section to read as follows: Contractor shall be liable for the actions of its agents, employees, partners or Subcontractors and shall indemnify and save harmless the Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by any gross negligence or willful misconduct of Contractor, its agents, employees, partners or Subcontractors, and subject to the limitation of liability; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the gross negligence or willful misconduct of the Authorized Users.</p>	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
67	Appendix B	61: Indemnification	15	<p>Indemnification: The Bidder proposes to modify the provision to provide a limit on the indemnity obligation to Third Party Claims only. The language as written currently would provide for the Authorized User to ask a Bidder to indemnify for its own breach which would result in a tort claim liability for a contract breach.</p> <p>The State already maintains the right to bring a claim against the Contractor for breach, in addition to other mitigation remedies which include Stop Work and Set-Off. It is unreasonable for the State to expect the type of Contractors it seeks to perform under this Agreement to operate well outside any industry standard approach and ask the Contractor to agree to Indemnify the State for indirect results (which contradicts the provision excluding consequential damages).</p> <p>A proposed modification would read as follows: "The Contractor shall defend, indemnify and hold the State, its officers and employees harmless from third party claims (even if the allegations of the lawsuit are without merit) or judgments for damages on account of any bodily injuries or death to any person or damage to any tangible property and from costs and expenses (including attorneys fees) to which the State, its officers and employees may be subjected due to the Contractor's and/or its subcontractors' resulting from any negligent act, or any intentional tortious act which occurs while in performance of this Agreement.</p>	<p>OGS respectfully declines the requested amendment.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
68	Appendix B	62. Indemnification relating to Third Party Rights	15	<p>Vendor requests an exception to provide some circumstances under which the Contractor's obligation to indemnify for infringement will not apply.</p> <p>Revise the first paragraph of this section to read as follows:</p> <p>The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' 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 (1) arise from the Authorized Users gross negligence or willful misconduct, or (2) is caused by, relates to or arises out of (a) the Authorized User's failure to use the Contractor's services as permitted under this Contract or (b) the Authorized User's configuration or use of the Contractor's services in combination with other software, equipment, services, processes, elements, components or systems that are not provided by Contractor; provided that the State shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor.</p>	OGS respectfully declines the requested amendment.
69	Appendix B	63. Limitation of Liability	16	<p>Vendor requests an exception to eliminate the indemnification exceptions to the limitation on liability, and to add incidental and punitive damages to the list of excluded damages in section (c). Revise Section 63 and Subsection 63 c. to read as follows: Notwithstanding any other provision, the limit of liability shall be as follows: a. Contractor's liability for any claim, loss or liability arising out of, or connected with the Products and services provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) five hundred thousand dollars (\$500,000), whichever is greater. c. add "incidental" and "punitive" to list of excluded damages.</p>	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
70	Appendix B	63: Limitation of Liability	16	Limitation of Liability: The Bidder proposes to modify and replace the phrase/ word "claim" with the term "action" to reflect that a limit of liability should not be on a per claim basis as there are multiple claims within any action. If left unchanged, the proposed limit of 2X charges would be eliminated under a per claim calculation	OGS respectfully declines the requested amendment.
71	Appendix B	65 (a-d)	17	As an ISV and Solutions organization licensing COTS software, Vendor has standardized its terms and conditions for licensing and support and have attached our Master Software License and Support Agreement for your review.	The resulting centralized contracts shall include standardized minimum acceptance provisions as set forth in Appendix B. No COTS or pre-existing software can be acquired under this contract. OGS respectfully declines the requested change but notes that Appendix B has been amended in several areas.
72	Appendix B	65 License Grant	19 & 20	Given that the acquisition of software and equipment is prohibited under this contract vehicle, would the State please confirm that the license grant set forth in Section 65 does not apply to contractor's tools used in the delivery of the services (including licensed or proprietary software, and hardware)?	Please see the amendment to Appendix B. Section 65 has been omitted.
73	Appendix B	65: Software License Grant	17	The Bidder proposes that the language which establishes a license grant must account for the use and application of a license offered by an Independent Software Vendor (ISV) that is applicable to a particular Mini-Bid or Authorized User. The Bidder would propose to modify and add language to the existing provision to state as follows: "Where Product is acquired on a licensed basis the following shall constitute the license grant, unless the Authorized User and the Contractor agree to utilize the License Agreement and grant provided therein for by the Contactor and/or an Independent Software Vendor."	Appendix B section 65 has been omitted as COTS is precluded from the scope of this contract. Please see the revised Appendix B.
74	Appendix B	68 - Ownership/Title to Project Deliverables	19	Respectfully request the following additions/clarifications to the General Specifications applicable to the contract: Preexisting Materials: State shall retain its rights in any proprietary material that State supplies to Contractor. If the State provides Contractor with materials owned or controlled by State or with use of, or access to, such materials, the State grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to State for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.	Please see Appendix B section 68 for amended language.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
75	Appendix B	68 - Ownership/Title to Project Deliverables	19	Respectfully request the following additions/clarifications to the General Specifications applicable to the contract: Preexisting Materials: State shall retain its rights in any proprietary material that State supplies to Contractor. If the State provides Contractor with materials owned or controlled by State or with use of, or access to, such materials, the State grants to Contractor all rights and licenses that are necessary for Contractor to fulfill its obligations under each Statement of Work. Contractor grants to State for internal purposes only a worldwide, royalty-free, perpetual license to use, reproduce, display, distribute copies of, and prepare derivative works of any Contractor "Preexisting Intellectual Property" embodied in the Deliverables.	Please see Appendix B section 68 for amended language.
76	Appendix B	68 - Ownership/Title to Project Deliverables	19	Respectfully requests the following additions/clarifications of the terms and conditions applicable to the contract: I. Ownership of Deliverables: Notwithstanding the requirements set forth in Solicitation, Contractor shall assign to State the copyright in and to any project Deliverable(s) originally created for State, provided, however, that Contractor retains the right to use, reproduce, display and distribute excerpts and data from the deliverables, either alone or together with other material, in the ordinary course of Contractor's business, so long as such excerpts and data do not identify State by name or contain any of the State's confidential or proprietary information, and provided further that Contractor retains all right, title and interest in and to its processes, benchmarking data and data collection tools, assessment models and pertinent methodologies such as Strategic Planning, Contractors copyrighted proprietary research and other pre-existing materials and data, such as Data Collection Templates and Survey Tools for Applications and Infrastructure, and benchmark comparisons ("Preexisting Intellectual Property").	While OGS respectfully declines the requested amendment, please see amended Appendix B section 68.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
77	Appendix B	68 (b)	19	As a software development company, Vendor is not able to agree that any customer owns any deliverable that Vendor provides. Everything Vendor does is either based on our pre-existing IP or is created using Vendor's proprietary know-how and methodologies. No customer would receive ownership of any of the above nor can Vendor indicate to NYS that it receives IP ownership. Products, Existing Products, and Custom Products all need to remain solely owned by Vendor, however each would be licensed back to the customer.	OGS respectfully declines the requested change. Please see Appendix B section 68 for additional information on the contractual provisions.
78	Appendix B	68 (c-d)	20	These should not apply as Vendor does not allow its customers to freely assign Vendor licenses nor would the customer own any Custom Products. No customer would receive ownership nor is Vendor able to indicate to NYS that it receives IP ownership. Products, Existing Products, and Custom Products all need to remain solely owned by Vendor, however each would be licensed back to the customer.	OGS respectfully declines the requested change. Please see Appendix B section 68 for additional information on the contractual provisions.
79	Appendix B	68(a)(ii)	19	Vendor would retain ownership to ALL deliverables.	OGS respectfully declines the requested amendment.
80	Appendix B	Clause 68(e)	20	Please clarify the meaning and intent behind clause 68(e)	Appendix B Section 68(e) has been omitted. Please refer to the revised Appendix B.
81	Appendix B	Indemnification	13-14	Respectfully requests the following additions/clarifications of the terms and conditions applicable to the contract that will result from solicitations using this backdrop: V. Third-Party Beneficiaries: This Agreement is for the benefit of the parties only. None of the provisions of this Agreement are for the benefit of, or enforceable by, any third party. It is the intention of Contractor and the State that no third party shall have the right to (i) rely on the Services provided by Contractor, or (ii) seek to impose liability on Contractor as a result of the Services or any Deliverables furnished to State.	OGS respectfully declines the requested amendment.
82	Appendix B	Limitation of Liability	63	Respectfully request the following additions/clarifications of the General Specifications applicable to the contract that will result from this contract: Limitation of Liability: Neither party shall be liable for any consequential, indirect, special or incidental damages, such as damages for lost profits, business failure or loss arising out of use of the Deliverables or the Services, whether or not advised of the possibility of such damages. Except for liability for personal injury or death or for damage to property caused by the negligence or willful misconduct of Contractor or its employees, Contractor's total liability arising out of this Agreement and the provision of the Services shall be limited to the fee paid by the State under the specific Statement of Work under which such liability arises.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
83	Appendix B	NEW SECTION TO BE ADDED: Authorized User Responsibilities	New	<p>State Responsibilities: The Contractor believes that any State-wide Contract must include certain fundamental and underlying provisions that describe the responsibilities of the State as an active party to the State Contract to be formed and agreed upon between the Parties. Toward that end, The Bidder would propose that the OGS Contract include the following basic and fundamental statements concerning the Authorized User's responsibilities under the Agreement:</p> <p>(a) The Parties therefore acknowledge and agree that the Authorized User will commit resources and management involvement as described in the Contract or as required by the work effort described in a mutually-agreed upon Statement of Work in order to support the Contractor's delivery of the services and to perform the agreed upon acceptance procedures in a timely manner.</p> <p>(b) The Authorized User will be responsible for its operation and use of the Contractor's deliverables upon acceptance, subject to applicable warranties and indemnities, if any, and for determining whether the services and deliverables provided by the Contractor under the Contract, including any revised business processes implemented pursuant to the Contract, meet the Authorized Users business requirements and applicable internal guidelines.</p> <p>(c) The Authorized User will agree to obtain all consents necessary from its third parties (i.e., those not under contract with the Contractor), including obtaining, at no cost to the Contractor, consents for the Contractor's use of any Authorized User Furnished Property necessary to perform its obligations hereunder, required for the Contractor to perform its obligations under this Contract. The Authorized User acknowledges and agrees that it shall remain responsible for the contractual relationship with such third parties and for facilitating their cooperation with the Contractor.</p> <p>(d) The Parties agree that the Contractor will not have any responsibility for the performance of other contractors or vendors engaged by the Authorized User (other than The Contractor's subcontractors) or delays caused by them. Unless specifically agreed to by the Parties, there are no third party beneficiaries to this Contract.</p>	<p>These suggested terms and conditions are transactional and should be addressed with the Authorized User as part of the Mini-Bid process.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
84	Appendix B	NEW SECTION TO BE ADDED: CONTRACTOR INTELLECTUAL PROPERTY RIGHTS	New	The current language makes no accommodation or exception for a Contractor's Intellectual Property Rights in pre-existing materials, whether those include Pre-Existing deliverables, delivery processes or any other material outside of those associated with proprietary Software products. Any complete Agreement must include provisions that account for a Contractor's Pre-Existing Intellectual Property. Proposed language may state: "Ownership in or the definition of Copyrightable Materials shall not include any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or produced pursuant to this Agreement that existed prior to or was developed or discovered independently from the activities directly related to this Agreement ("Pre-Existing Materials)."	Please see amendments to Appendix B section 68.
85	Appendix B	Section 14	Page 5 of Appendix B	Given the nature of the Services that are to be provided is this Section (a) required?	Please see the amended Appendix B, this Section has been omitted.
86	Appendix B	Section 15	Page 5 of Appendix B	Given the nature of the Contract is this section applicable and as such be removed?	Please see the amended Appendix B, this Section has been omitted.
87	Appendix B	Section 16	Page 5 of Appendix B	Given the nature of the Contract is this section applicable and as such be removed?	Please see the amended Appendix B.
88	Appendix B	Section 17 f-g	61-62 of 77	Vendor would like to clarify that the provisions of Appendix B, Section 17 f-g be limited to situations where the same "product" as referred to in the aforementioned Section is defined as same service/product being procured by NYS in the configuration and quantities requested by NYS.	OGS respectfully declines the requested amendment.
89	Appendix B	Section 17(f)	Page 5 of Appendix B	The Services that are to be provided is priced or based on the level of Services that are required to fulfill the Deliverable. As such given that its not applicable can the Section be removed?	OGS respectfully declines the requested amendment.
90	Appendix B	Section 2 - Definitions	2	Are single source acquisitions allowed under #22772?	No. Direct purchasing, discretionary purchasing, single source and sole source acquisitions are specifically precluded under this Solicitation and resulting contract. All engagements must be via a competitive, mini-bid process in accordance with the contractual provisions.
91	Appendix B	Section 21	Page 6 of Appendix B	Given the nature of the Contract is this section applicable and as such be removed?	Please see the amended Appendix B. Section 21 has been omitted.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
92	Appendix B	Section 37	Page 9 of Appendix B	Given the nature of the Contract is this section applicable and as such be removed?	This clause has been omitted from Appendix B.
93	Appendix B	Section 59	Page 15 of Appendix B	Can the Section be modified to add Warranty Exclusion Language?	Please see amendments to Appendix B section 59.
94	Appendix B	Section 62	Page 15 of Appendix B	Can the language be modified to indicate that the Contractor will take over, settle or defend ALL IP Claims versus at the option of an Authorized User defend the claim?	Please see amendments to Appendix B section 62.
95	Appendix B	Section 65-73	17-21	Vendor requests an exception clarifying the clauses in sections 65 through 73 do not pertain to this Contract because this Contract is not a 'Technology & Negotiated' contract.	OGS has struck the header so limiting application of the clauses and has amended selected clauses.
96	Appendix B	Section 9.b, Commissioner or Authorized User	4	Vendor requests an exception to change the confidentiality obligations from a warranty to an agreement. We also request to include Contractor's affiliates as a group which may be given access to confidential information as needed in connection with providing the services. Revise this section to read as follows: Contractor agrees that any confidential information obtained by Contractor, its affiliates, agents, Subcontractors, officers, distributors, resellers or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the State or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such material that is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State laws and regulations. This warranty obligation shall survive termination of this Contract. Contractor further agrees to take appropriate steps as to its affiliates, agents, Subcontractors, officers, distributors, resellers or employees regarding the obligations arising under this clause to insure such confidentiality.	OGS has amended Section 9.b to include Contractor's affiliates. With regards to the other proposed revisions in this question, OGS respectfully declines the requested amendment.
97	Appendix C- Contract Modification Procedure	5.15	36	Can you please confirm if individual projects within Lot 2 and Lot 3 will be subject to MWBE goals? (Asking since Lot 1 is limited strictly to M/WBEs)	All transactions by State Agencies resulting from these contracts are subject to the MWBE goal setting process. Transactions under Lot 1 are not exempted from these contractual provisions.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
98	Appendix C-Contract Modification Procedure	Throughout	All	The Appendix makes repeated references to "product". It is our understanding that no products are permitted through this contract, not even ones that are ancillary to the delivery of a service. Correct?	Correct, no commodities or other tangibles are authorized to be provided under the resulting contracts. Only consulting services may be provided under these contracts. Please see Appendix B in the amended Solicitation.
99	Attachment 1 - Administrative Submission	2.12	12	Vendor has a contract award for group XXXXX – Software, Support, Consulting and Training. Award number NEG-XXXXX, period XXXXX XX, 2012 – XXXXX XX, 2017. Can the terms and conditions of contract award NEG-XXXXX be used under this solicitation?	OGS respectfully declines to make the requested change.
100	Attachment 1 - Administrative Submission	3.2.1 and 4.1.1	18	Paragraph 3.2.1 states that pages 1 and 2 of solicitation are required in the administrative submission. Paragraph 4.1.1 (hard copy) does not list those forms but they are listed in 4.1.2 (electronic). Please confirm whether hard copies of Pages 1 and 2 are required.	Hard copies and electronic copies of completed and signed pages 1 and 2 of the Solicitation Cover Sheet and Acknowledgement Page are required.
101	Attachment 1 - Administrative Submission	3.3 Designated Personnel	1	Will OGS consider adding a section to indicate the individual who may bind the company in addition to the billing contact and account manager as listed.	OGS respectfully declines the requested change.
102	Attachment 1 - Administrative Submission	4.1.2	18	The tabs listed for Attachment 1 do not match the tabs that make up Attachment 1 excel file. The discrepancies include no tabs for Additional Statements and Insurance Requirements. Also, several tabs included in Attachment 1 are not listed under the first bullet of Paragraph 4.1.2, including Encouraging NYS Business, FOIL Redaction, and Designated Personnel. Please clarify Attachment 1.	OGS has amended Attachment 1 - Administrative Submission. Also, please see Sections 4.1.3 of the amended Solicitation.
103	Attachment 1 - Administrative Submission	4.1.2 Electronic Submission	19	The instructions list the "Insurance Requirements" as a "required tab" in the Attachment 1- excel file; however, the excel file does not include an Insurance Tab nor does it include a Additional Statements Tab. Please clarify.	Please see Section 4.1.3 of the amended Solicitation. Attachment 1 - Administrative Submission has also been amended.
104	Attachment 1 - Administrative Submission	Affirmative Statements	2	The sheet instructs "Complete all fields in yellow." If a field does not apply (for example, question 14, where the response is only required "if yes to question 13"), may we leave the field blank?	To clarify, a vendor is required to provide an answer of "yes" to all affirmative statements. With regards to the NYS Required Certifications Tab in the Administrative Submission, if a field does not apply, it may be left blank. Please see the amended version of Attachment 1 - Administrative Submission.
105	Attachment 1 - Administrative Submission	Cover Sheet		The instructions require a vendor signature in column A10 and the form to be notarized. For the electronic submission, should we submit: (1) A completed Excel sheet without the signature or notarization, or (2) A scanned copy of the printed, signed, and notarized sheet in PDF format, or (3) Both	A vendor should submit both. Also, please see Section 4.1.3 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
106	Attachment 1 - Administrative Submission	Cover Sheet		This cover sheet includes a bidder signature and notary signature. Is it OK if these are missing on the electronic submission of the Excel file?	No. Please see Section 4.1.3 of the amended Solicitation.
107	Attachment 1 - Administrative Submission	Cover Sheet, NYS Required Certifications	1, 4	In all Excel attachments requiring a signature on the cover page, please confirm how you wish the electronic copy to appear. We understand that we can leave the signature line blank in the Excel file, but also include a PDF of the signed and notarized cover page in the electronic submission.	Yes, a vendor should leave the signature line blank in the Excel file, but also include a PDF of the signed and notarized cover page in the electronic submission.
108	Attachment 1 - Administrative Submission	Encouraging NYS Business	1	Do the NYS Business need to be certified M/WBE firms or can they be any business based in NYS?	New York State businesses do not need to be certified M/WBE firms. A New York State business is any business that has a significant presence in New York State and contributes to the economic well-being of New York State. A significant presence in New York State may be demonstrated by having a substantial percentage of operations or employees located in New York State.
109	Attachment 1 - Administrative Submission	Encouraging NYS Business	1	Can we include NYS Businesses other than businesses we have worked in the past?	Yes.
110	Attachment 1 - Administrative Submission	Encouraging NYS Business		The bidder is an out of state vendor. Can OGS please explain how the use (or non-use) of NYS-based business will be considered in the evaluation of the proposals?	While a Vendor is encouraged to use New York State businesses in fulfilling the contract requirements, the failure to do so will not affect the evaluation of the proposal.
111	Attachment 1 - Administrative Submission	Encouraging NYS Business Tab	n/a	Mini-bids may be issued with different types of work and different skills requirements. Is it the State's intent that vendors indicate all possible certified minority- and women-owned business enterprises partners in this submission or may the vendor indicate what teaming partners will be required at the time of their mini-bid submission?	It is the State's intent that vendors indicate their NYS business partners, which may include MWBE and non-M/WBE, in this submission. It is expected that the listing would be refined dependent on the particulars of the mini-bid.
112	Attachment 1 - Administrative Submission	Encouraging NYS Businesses	n/a	For businesses that have an out of NY State headquarters but have main office locations in NY, specifically offices in NY who will perform the majority of the work associated with contracts pertinent to this Solicitation, how should we reflect this information in this worksheet? We understand that we can indicate subcontractors who are NY State businesses, but we would like to reflect pertinent office locations in NY who contribute to the majority of the delivery for this contract.	If work under the contract will be performed by personnel of a subcontractor, supplier, protégé or other entity in an office located in New York State, the bidder is encouraged to list the location of such offices in its proposals.
113	Attachment 1 - Administrative Submission	Encouraging NYS Businesses and FOIL Redaction tabs		Attachment 1 includes two tabs that are not listed in section 4.2.1 of the Solicitation document, Encouraging NYS Businesses and FOIL Redaction. Please confirm if these required.	Please see Section 4.1.3 of the amended Solicitation. Attachment 1 - Administrative Submission has also been amended.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
114	Attachment 1 - Administrative Submission	NYS Business		If a proposer is itself a NYS business, should it be listed on this form? As we do not know the nature of any project, may we list potential NYS subcontractors, entities that we may work with on an assignment?	1) No, it is not necessary. 2) Vendors are encouraged to list potential NYS subcontractors or other entities that it may work with on an assignment.
115	Attachment 1 - Administrative Submission	NYS Required Certifications		This cover sheet includes a bidder signature. Is it OK if these are missing on the electronic submission of the Excel file?	No. A scanned pdf of the signature page must be included in the Electronic Submission.
116	Attachment 1 - Administrative Submission	Section 4.1.2	19	Attachment 1 is missing an Additional Statements tab and Insurance Requirements tab. Section 4.1.2 instructs vendors to submit these tabs. Section 4.1.2 omits the Attachment 1 FOIL tab and Encouraging NYS Businesses tab from the submission list. Please confirm the correct Attachment 1 submission.	Please see Section 4.1.3 of the amended Solicitation. Attachment 1 - Administrative Submission has also been amended.
117	Attachment 1 Administrative Submission	Encouraging NYS Business	N/A	This form requests a listing of NYS business names to be used for the performance of this contract. At this time, since this is a requirements contract and the actual scope of work via the mini-bid process has not been defined we do not know what other NYS Businesses we will engage beyond ourselves.	Vendors are strongly encouraged to complete this form in full.
118	Attachment 2	Attachment 2 and 3 - associated contract files	various	Regarding the the associated contract files that each Proposer will submit with Attachment 2 and 3 - is the Proposer allowed to redact non-relevant information or submit only the pages that show relevant information needed for NYS to ascertain Reasonableness of Price, engagement value and start and end dates, etc.?	The Proposer may not redact any information from the referenced contracts. Also, please see Appendix B, Section 9 for information on Freedom of Information Law.
119	Attachment 2 - Financial Submission	7.1		You are asking for hourly rates to not include travel in attachment 2. 7.10 states we cannot include travel as a separate expense. Please clarify how travel expenses are to be handled on this contract.	Please see section 7.10 Travel Meals and Lodging as amended in the Solicitation.
120	Attachment 2 - Financial Submission	4.1.1	18-19	Section 4.1 and Attachment 3 requires copy of file names for referenced government contracts along with contract files to be included in electronic submission. Since the hard copy is deemed controlling for evaluation, should vendors submit hardcopies of contract files of full contracts included in the electronic submission?	Please see Section 4.1.3 of the amended Solicitation. OGS is not requesting hard copies of the referenced contracts. However, OGS reserves the right to request hard copies if needed.
121	Attachment 2 - Financial Submission	5.21.3	40	Can vendors use other government contracts in combination with GSA Benchmarked pricing to arrive at list of comprehensive Job Titles and corresponding rates.	Yes.
122	Attachment 2 - Financial Submission	Affirmative Statements		The attachment states that "A Yes response is required in fields below". We will provide "Yes" response only to those Lots for which we plan to submit a response. If we plan not to bid on Lot 3, we will respond "No" to that item. Correct?	Correct.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
123	Attachment 2 - Financial Submission	Affirmative Statements		Can we assume that an Authorized User will issue a new step two competitive procurement in situations where the contract value for the project exceeds the threshold set for a specific Lot due to scope creep?	Yes.
124	Attachment 2 - Financial Submission	Attachment 2		On the vendor pricing attachment, attachment 2, it says, " a vendor shall not propose job titles that are not currently found on a gov't contract". This limits firms to only propose job titles and rates for projects they have already done, but not necessarily ones they have not done yet. This will limit smaller firms with lesser experience from being able to provide all services they are capable of vs. ones they have only already provided. It seems like a more level playing field if this can be expanded to be more of a rate card approach vs. one that requires contracts already in place. Is this possible?	OGS respectfully declines the requested change.
125	Attachment 2 - Financial Submission	Contract Attachments	All Lots	Are Time & Materials-based projects allowable for the purposes of submitting copies of contracts within the Financial Submission? In other words, must every relevant project cost a Vendor cites have been sourced from a project arranged via a Project-Based contract?	Yes, Time and Materials-based projects are allowable for the purposes of submitting project experience and client references within the Technical Submission. Also, please see Section 3.1 of the amended Solicitation.
126	Attachment 2 - Financial Submission	Cover Sheet	Row 15	This row is not editable. Will OGS retest the entire form and provide the vendors with an updated editable form?	Please see the amended Attachment 2 - Financial Submission.
127	Attachment 2 - Financial Submission	Cover Sheet		The instructions require a vendor signature in column A8 and the form to be notarized. For the electronic submission, should we submit: (1) A completed Excel sheet without the signature or notarization, or (2) A scanned copy of the printed, signed, and notarized sheet in PDF format, or (3) Both	A vendor should submit both. Also, please see Section 4.1.3 of the amended Solicitation.
128	Attachment 2 - Financial Submission	Encouraging NYS Business	1	The RFP requires bidders to name NYS business we "will" do work with. Would the State please clarify whether "will" means "could" or if it means "must," and whether that means on every job or across the blanket.	While referencing Attachment 2 - Financial Submission, this question pertains to Attachment 1 - Administrative Submission. NYS Businesses that a Vendor may work with should be listed. These businesses include businesses that the Vendor intends to work with on any aspect of the Contract. By listing NYS Businesses, a Vendor intends to work with on the Contract, a Vendor is not obligated to work with such businesses.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
129	Attachment 2 - Financial Submission	Example Vendor Price List Example	1	This attachment has a column titled " Location of Price List (Web Link) or Name of File", would you please clarify if OGS will provide a revised Vendor Price list to add a column to reference page numbers as described in the pre-bid meeting.	The Vendor Price List Form has been revised. Please see amended Attachment 2 - Financial Submission.
130	Attachment 2 - Financial Submission	Instruction	Heading	Attachment 2 instructions require rows 5-9 to be verbatim to existing government contract(s) referenced by the vendor. Row 9 requires proposed NTE rates to NYS which in our firms case will be lower than the rates contained in contracts with other governmental entities. Therefore our submission for Row 9 would not be "verbatim to the government contracts referenced." Is that permissible and if not, how will we disclose rates in response to this solicitation since the solicitation requirement allows vendors to propose lower rates than the referenced government rates.	A vendor is not prohibited from proposing lower rates than the referenced government rates. In this example, "verbatim" applies to the job title, job title description, minimum education/certification level and minimum years of experience.
131	Attachment 2 - Financial Submission	Instruction	Ins Tab	Attachment 2 requires that proposed Not To Exceed rates not include travel expenses. In instances where our firm has existing referenceable contracts with government entities whose rates were required to be inclusive of travel expenses can OGS provide guidance on how we should calculate the rates we will submit to OGS in order for us to comply with the requirement that our submitted rates not include travel?	Please see amended Attachment 2 - Financial Submission.
132	Attachment 2 - Financial Submission	Instruction	Ins Tab	Can vendors propose for Job Titles where referenced government contract does not contain corresponding job description and/or minimum qualifications?	Each Title proposed must be represented on a governmental contract with a corresponding hourly rate.
133	Attachment 2 - Financial Submission	Instructions (Job Title)		Can we publish rates for additional Job Titles that may be on a enterprise/corporate contract but not on a government contract?	No.
134	Attachment 2 - Financial Submission	Instructions and Vendor Price List Form	3, 5	For "Proposed SKU": Since this bid is for labor rather than products, we do not assign a SKU to each category. Do you want us to assign a SKU for the purposes of this bid?	Yes.
135	Attachment 2 - Financial Submission	Lot 1 Vendors		Since there is no NYS certification for SBE, will you change the form to reflect that?	Please see the amended Attachment 2 - Financial Submission.
136	Attachment 2 - Financial Submission	Price List		How many projects/contracts should the Vendor reference on the price list?	The number of projects/contracts to be listed on Attachments 2 are at the sole discretion of the vendor, but must met the stated minimums.
137	Attachment 2 - Financial Submission	Price List Tab		This tab not formatted to print cell contents; only title and header will print without reformat. Other tabs and cells print correctly.	The issue has been resolved. Please see amended Attachment 2 - Financial Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
138	Attachment 2 - Financial Submission	Proposed Not to Exceed NYS Contract Price	Instructions Tab	The instruction says "Hourly rates offered to NYS shall not exceed the hourly rates used for the same title the vendor has listed on another Government Contract". Considering that referenced contracts will include hourly rates that are several years old, please clarify that its permissible to propose a higher rate that's adjusted for inflation and indicate the means by which proposers should make those hourly rate adjustments (e.g., CPI changes).	It is not permissible to propose a higher rate that was adjusted for inflation.
139	Attachment 2 - Financial Submission	Section 3.4	15	If SOW's are to be issued as competitive requests for fixed price deliverables, what is the purpose of Attachment 2?	The maximum job title rates are used to establish the price reasonableness of the OGS centralized contract. The fixed price is based upon the Contract hours and rates, however payments will be made based on the fixed price deliverable(s) only. Further, such rates are used as a basis to ensure that the price quoted for a particular mini-bid is at or below the rates already determined as reasonable.
140	Attachment 2 - Financial Submission	Tab 2 "Vendor Form Example"	Cell 6G and 6K	In this example, the "Proposed Not to Exceed NYS Contract Price" is \$100 and the "Government Contract Price" is \$80. Is this example contrary to the Most Favored Nation pricing concept?	This was a typo. Attachment 2 - Financial Submission has been amended accordingly.
141	Attachment 2 - Financial Submission	Tab 5 - Vendor Price List Form	All Rows	It seems that the requirement for Vendors to provide NYS with Most Favored Nation (MFN) pricing is "voluntary" in that a Vendor can choose to disclose as evidence to OGS Not to Exceed (NTE) benchmark MFN prices that could be higher than those offered to other NYS government customers for substantively similar product/services (stated alternatively, the NTE MFN benchmark a Vendor voluntarily presents to OGS might be higher than those currently, or in the past, provided to NYS Government entities which they choose not to present). If a Vendor has two substantively similar labor classification rates and one is with an out-of-state government agency and one is with a NYS government agency and the NYS rate is lower, knowing that OGS has ready access to some vendor's verifiable historical NYS pricing, should vendors be advised to present to OGS the lower (and lowest) NYS MFN NTE benchmark price?	Please see amendments to Section 3.4 of the solicitation.
142	Attachment 2 - Financial Submission	Vendor Form Example	4th tab	What is the difference between column G -- "Proposed Not To Exceed NYS Contract Price (Hourly Rate Exclusive of Travel)" -- and column J -- "Government Contract Price (Hourly Rate)"? The instructions are that the vendor cannot charge NYS a higher hourly rate than the vendor has listed for another government contractor. However, on the Example, Item No. 2 seems to show that the NYS rate of \$100.00 is indeed higher than the Government Contract Price of \$80.00.	With regards to the example cited, this is a typo and has been corrected in an amended Attachment 2 - Financial Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
143	Attachment 2 - Financial Submission	Vendor Form Example	4th tab	What is the difference between column J -- "Government Contract Price (Hourly Rate)" -- and column K -- "Government Contract Price Exclusive of Travel (Hourly Rate)" ? We are confused by the meaning of the answers "Yes" and "No" in column J.	Please see the amended Attachment 2 - Financial Submission.
144	Attachment 2 - Financial Submission	Vendor Form Example		In the example, column J (Government Contract Price) has a Yes or No value. Can you please explain what this means? What does Yes mean, what does No mean, in this context?	The example of the Vendor Price List Form has been revised. Please see amended Attachment 2 - Financial Submission.
145	Attachment 2 - Financial Submission	Vendor Price List	5th tab	With regard to the location of the price list, some of our government contracts are very large (500-600 pages or more) and may contain information that is proprietary to our company or to our client. Would it be sufficient to attach only the labor rate price list excerpted from the contract and labeled appropriately?	Yes, although OGS reserves the right to request the full contract document if so desired.
146	Attachment 2 - Financial Submission	Vendor Price List	Instructions	Please clarify the instructions regarding all job titles, descriptions, minimum experience, and hourly rates matching up among all cited projects/contracts. If some of these required components vary among the cited projects and their associated contract documents, can Vendors not submit them to OGS as qualifying experience? For example, if Cited Project A utilized a "Project Manager" with 10 years of minimum experience, but Cited Project B utilized a "Senior PM" with 10 years of minimum experience at a higher rate, would it be deemed invalid, and would one or both of the cited projects be disqualified?	Attachment 2 - Financial Submission is for pricing only, not qualifying experience. The title listed in Attachment 2 - Financial Submission must match the title supplied in the Governmental contract for price justification, and the hourly rate must be equal to or lower.
147	Attachment 2 - Financial Submission	Vendor Price List		Do all projects for Attachment 2 have to be government projects? Can private sector projects be used as references?	All projects must be government projects. Please see Section 3.4 in the amended Solicitation.
148	Attachment 2 - Financial Submission	Vendor Price List Form	1	Is there a limit to the number of job titles we can propose?	No.
149	Attachment 2 - Financial Submission	Vendor Price List Form	1	Would the State please clarify how travel costs would be addressed since the RFP requires that all rates should be exclusive of travel costs.	Please see Section 7.10 of the Solicitation.
150	Attachment 2 - Financial Submission	Vendor Price List Form	n/a	For past projects that had blended hourly rates or were fixed price vs. detailed by individual job titles/rates, can you please clarify how to reflect those projects in the financial submission format?	A Vendor may not propose blended hourly rates or fixed price as proof that the job title proposed was found on another government contract.
151	Attachment 2 - Financial Submission	Vendor Price List Form	n/a	Some, if not all, of our client contracts are confidential information. In light of this, will the State accept alternatives as evidence of an award contract; for example, within NYC, the NYC Comptroller's CheckbookNYC.com website offers public information on contracts (including contract value, contract numbers, start/end dates), would this be acceptable?	No.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
152	Attachment 2 - Financial Submission	Vendor Price List Form	n/a	Would the State accept inclusion of only the pricing and rate card attachments of existing contracts rather than the entire contract?	No.
153	Attachment 2 - Financial Submission	Vendor Price List Form		Is the appearance of a job title on a standard GSA schedule (like Schedule 70) sufficient for inclusion on this price list, or does the title have to actually have been used in a specific awarded GSA contract based on that schedule? If so, would the Government Contract Number (Column H) hold the GSA Schedule contract (e.g., GS-XXX-XXXXX) and the Customer Entity Name (Column I) just have to say the schedule name (e.g., Schedule 70)? If not, would the Government Contract Number be the GSA Task Order Number and the Customer Entity Name be the Federal agency that corresponds? Please clarify.	Appearance on a standard GSA schedule, such as Schedule 70, is sufficient for inclusion on this price list.
154	Attachment 2 - Financial Submission	Vendor Price List Form		When bidding on a mini-bid, it is possible that a role may be required that was not included in the original price list. Is there a method of adding that role?	At the Mini-Bid level, no. Job titles can be added to the OGS contract, please see Section 5.6 and Appendix C of the Solicitation.
155	Attachment 2 - Financial Submission	Vendor Price List Form		Section 5.21.3 of the main solicitation document indicates that the NYS Net Price will be calculated by reducing the schedule rate by the GSA IFF amount. Which price should be entered in columns G and K in this spreadsheet, the GSA published schedule price or the NYS net price?	Column G "Proposed Not to Exceed NYS Contract Price (Hourly Rate Exclusive of Travel)" is where the GSA amount would be entered. Please also see the amended Attachment 2 - Financial Submission.
156	Attachment 2 - Financial Submission	Vendor Price List Form		We are precluded by confidentiality restrictions or proprietary information from disclosing some of our contracts. Can you suggest some acceptable substitute for the contract?	Contract documents are required for validation of the information provided.
157	Attachment 2 - Financial Submission	Vendor Price List Form		We assume we can include additional Job Titles other than the ones we have used on the projects cited as qualifications for the lots we are bidding on. Correct?	Correct, however, these job titles must be on approved government contracts. Please see Attachment 2 - Financial Submission, Instructions tab for information on what to include for these additional titles.
158	Attachment 2 - Financial Submission	Vendor Price List Form		Isn't the requirement that the maximum rate for a job title be based on the lowest government rate bid punitive to vendors who have offered the state value pricing in the past?	This is not the requirement from the Solicitation. At a minimum, a Vendor must submit its Most Favored Nation Pricing. Please see Section 3.4 of the Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
159	Attachment 2 - Financial Submission	Vendor Price List Form		If this program is for fixed-price projects only, what is the purpose of the maximum job-title rates? Vendors can simply adjust hours to get the billable amount they want for the bid.	The maximum job title rates are used to establish the price reasonableness of the OGS centralized contract. The fixed price is based upon the Contract hours and rates, however payments will be made based on the fixed price deliverable(s) only. Further, such rates are used as a basis to ensure that the price quoted for a particular mini-bid is at or below the rates already determined as reasonable. Additionally, these job titles and hourly rates will act as the financial basis and quoted total for each deliverable under a given mini-bid.
160	Attachment 2 - Financial Submission	Vendor Price List Form		How does OGS plan to compare and score vendors if a particular job title has wide ranges of qualifications and hourly rates?	OGS is not comparing the submissions of one vendor to another. Job titles and hourly rates listed in Attachment 2 - Financial Submission are being used to determine reasonableness of price. The Mini-Bid process will compare skill sets, rather than contract titles required for a specific project.
161	Attachment 2 - Financial Submission	Vendor Price List Form		If we have multiple Government contracts are we to review them all and send in only the lowest price list contract?	It is the Vendor's obligation and discretion as to what government contracts are submitted to corresponding with the propose price list.
162	Attachment 2 - Financial Submission	Vendor Price List Form		It looks as if you are requesting vendors to make up their own Job Titles. Is that correct?	No, that is not correct. The job titles proposed to NYS must be present on the submitted government contracts.
163	Attachment 2 - Financial Submission	Vendor Price List Form		The job description fields have limited ability to grow. What should we do when the job description from a previous contract or GSA Schedule exceeds this size?	OGS has removed some of the protections in this file. Please see the amended version of Attachment 2 - Financial Submission.
164	Attachment 2 - Financial Submission	Vendor Price List Form		1) May we include here job titles other than those we have used with government entities? 2) May we include titles from projects worked as subs to system integrators on government projects?	1) No 2) Yes, however those job titles and rates must appear in the referenced government contract as must the vendor's name.
165	Attachment 2 - Financial Submission	Vendor Price List Form		We provide IT (printer and telecom optimization) services billed on a contingency basis (% of the savings derived by the client for the solution offered). We don't bill on an hourly basis per se. How should we represent such pricing on the Vendor Price List Form?	This service is not included in this contract structure, therefore such pricing should not be represented on the Vendor Price List form.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
166	Attachment 2 - Financial Submission	Vendor Price List Form		We price our IT asset management services by the number of IT assets that are in-scope for review during the engagement. As such, we don't have hourly rates per se. If we provide contracts with government entities that have the per asset pricing, would providing said pricing be acceptable for consideration during this solicitation? If so, how should we represent this on the Vendor Price List Form?	This pricing model does not comport with the solicitation and is not allowed. The solicitation requires hourly rate pricing for the price list.
167	Attachment 2 - Financial Submission	Vendor Price List Form		You are asking us for Not-to-exceed (NTE) hourly rates equal to or below hourly rates offered to other government entities. So if a vendor furnishes a project performed in 2007 you are basically stating the NTE rates to be mentioned in Column G of the Vendor Price List Form must be equal to or lower than hourly rates provided in 2007? Is there some mechanism for adjusting the rates to reflect current pricing if the only data available is old?	Using the example cited, a vendor may not propose rates to reflect current pricing. If the contract pricing is from 2007, the pricing proposed to OGS must be that 2007 contract pricing.
168	Attachment 2 - Financial Submission	Vendor Price List Form		Is the use of s SKU (column B) required, and if so, what is it's purpose?	Yes, it is required. The SKU is required for billing reference purposes.
169	Attachment 2 - Financial Submission	Vendor Price List Form		Do you require us to provide copies of contracts held with government entities in Attachment 2 as well as Attachment 3?	Yes. However, the contracts for Attachment 2 - Financial Submission are solely for validation of proposed pricing.
170	Attachment 2 - Financial Submission	Vendor Price List Form	5th tab	For the final column, "Location of Price List", if we are using the Federal GSA rates, is it sufficient to enter just the GSA schedule number in this column?	No. Vendors are advised that additional efforts to locate contract files may result in a delay for any contract award resulting from this Solicitation.
171	Attachment 2 - Financial Submission	Vendor Pricelist Form	5	In the financial packet, when asked to provide a hourly rate for previous fixed price contracts that didn't have an hourly rate listed specifically in the contract, is it ok to state # of hours of estimated work in the contract and divide the contract price by # of hours to infer an hourly rate ?	No, this is not allowed.
172	Attachment 2 - Financial Submission	Vendor Pricelist Form	5	In places where you are asking for examples of previous government contracts, is it ok to redact other parts of the proposal except for the pricing section related to project based consulting services?	No.
173	Attachment 2 - Financial Submission	Vendor Pricelist Form	5	In places where you are asking for examples of previous government contracts, is it ok to provide electronic copies only or do you require vendors to submit a printed copy ?	Please see Section 4.1.3 of the amended Solicitation.
174	Attachment 2 - Financial Submission			Our GSA contract is undergoing a contract modification where we are proposing lower rates which may be approved after the bid due date. Will OGS accept NTE rates based on our current published rates or could we propose based on our modification rate card?	OGS will only accept rates from executed contracts as of the date of the Vendor Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
175	Attachment 2 - Financial Submission			Attachment 2 requires copy of file names or website links referencing government contracts along with Contract files as referenced in the electronic submission. Since the hard copy is deemed controlling for evaluation, should vendors submit hardcopies of web links and/or contract files that were included in the electronic submission?	Please see Section 4.1 of the amended Solicitation. The electronic submission will be deemed controlling for the contract files submitted in Attachments 2 and 3.
176	Attachment 2 - Financial Submission			You have asked us to propose Job Titles from our referenced government contracts. How will authorized users normalize Job Titles in a competitive procurement if vendors are proposing non standardized Job Titles?	The Authorized User will not be "normalizing" job titles in a mini-bid. Vendors will propose job titles from their approved NYS OGS pricing schedules to meet the requested needs and qualifications of an Authorized User. Please see Attachment 5 - Mini-Bid Template where the Authorized User describes the key personnel functions and qualifications.
177	Attachment 2 Financial Submission	Lot 1 Vendors, row 8		The document asks the vendor to affirm that it is "either a NYS certified minority/women owned business enterprise or a NYS certified small business enterprise." Elsewhere in the bid documents, small business enterprises are referred to as simply "qualified," not "certified." Is there a "certification" requirement for vendors to be classified as small businesses? Or does the vendor just need to attest that it meets the definition of small business enterprise as stated in Attachment 7?	1) There is no "certification" requirement for vendors to be classified as small business and reference has been removed from Attachment 2 - Financial Submission. 2) The vendor will need to attest that it meets the definition of a NYS small business enterprise set forth in State Finance Law section 160(8).
178	Attachment 2 Financial Submission	Vendor Form	N/A	How do we identify "pricing equal to or better than any other pricing or discount terms offered to non-government commercial customers" as described in the RFP Section 3.4?	The reference to non-government commercial customers has been removed from the amended Solicitation. Vendors may only propose pricing from government customers.
179	Attachment 3 - Technical Submission	RFP 3.1 and Attachment 3		There appears to be a conflict in section 3.1 in the Lot qualifications vs. the Attachment 3. On qualification #2 for lot 2, for example, section 3.1 says "at least 4 years of experience delivering consultant services for IT projects." However, in Attachment 3, it says this same thing BUT adds "to government entities for which vendor was a prime contractor." We'd request that the way it's stated in section 3.1 be kept and the attachment language modified. Qualification #2 is to really show NYS that the vendor is doing relevant IT work (services work) and should not matter who it's done for, over the last 4 years. Being that the qualification #3 requires Govt contracts, this is already covered in this qualification and should not be required in both qualification #2 and #3? correct? Again, do we want firms that have had one govt contract per year for 4 years or do you want a firm that has had 20 govt contracts in the last 2 years but may have worked solely with the commercial sector before that? Which one is more qualified to work with NYS? The one with 4 contracts or the one with 20?	In Attachment 3, the words following "projects" in Qualification #2 for Lot 2, specifically "for which vendor was a prime contractor," were included in error. This also applies to Qualification #2 in Lot 1 and 3. Please see the amended Attachment #3.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
180	Attachment 3 - Technical Submission	3.4 Reasonableness of Price	15	Do you need the entire GSA schedule or just the GSA schedule #?	The GSA Schedule # is sufficient.
181	Attachment 3 - Technical Submission	6.1.1		Section 6.1.1 defines resulting contracts as fixed price per deliverable, however attachment 2 asks for hourly rates. At the bidders conference it was stated that the fixed price per deliverable will be unchanged regardless of how many hours are actually expended in the effort (whether over or under estimate). Is this correct?	Yes, however please see Section 7.11 of the Solicitation and Appendix B Sections 49 and 51.
182	Attachment 3 - Technical Submission	Attachment 3	All tabs	The Excel document contains fixed height and width and is a quite restrictive to Vendors. Currently, you will not be able to see the entire cell reponse in hard copy, only by double clicking the cell in soft copy. We understand the State wants brief responses and Vendors are not allowed to provide attachments, however would it be possible for the State to expand the column width and row height more to accommodate Vendor information for the printed version?	Vendors have been provided the ability to modify the height/width of columns and add new rows if needed. Please see the amended Attachment 3 - Technical Submission.
183	Attachment 3 - Technical Submission	Attachment 3		Is it possible to make Lot 1 a range up to 1 million instead of 200k? It appears as though Lot 1 is very limited in size vs. the other 2 Lots which will minimize growth for the smaller, MBE/WBE's.	OGS respectfully declines the requested change. The value for Lot 1 equates to the \$200,000 discretionary limit for MBE, WBE, and SBE provided under State Finance Law.
184	Attachment 3 - Technical Submission	Attachment 3		There appears to be no way to qualify as a firm from one lot to another. For example, if one qualifies for Lot 1 but then only receives solicitations for projects under 200k, the vendor will not have access to prime larger contracts which would qualify the firm for Lot 2 or 3 in the future. One way to create a path of growth for firms to progress into larger lots, is to allow sub-contracting to qualify firms into future lots. We request that this be considered since otherwise, firms will have to go outside of NYS to get these additional qualifications, which we don't believe is the intent of this contract.	See amended Section 3.1 of this solicitation.
185	Attachment 3 - Technical Submission	Column H, I, J	2	At pre-bid it was announced that sub contracting experience can be used in Lot 1 & Lot 2 for proof of IT Project experience. A sub contractor may not have government contact name, phone or email, will the prime contractor information be acceptable?	No, this not acceptable. A government contact name, phone, and email are required.
186	Attachment 3 - Technical Submission	Column K	2	Proof of contract documentation; government entities may send an award letter which states award is in accordance with RFP #xxx. Will the award letter be acceptable for proof of contract award? Will complete RFP also be required?	An award letter is not acceptable for proof of contract award. A complete RFP is not required as OGS is seeking the actual contract.
187	Attachment 3 - Technical Submission	Column K	2	Attached Contract Document File Name field appears to only allow a yes or no response. Where should the file name be entered?	Please see the amended Attachment 3 - Technical Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
188	Attachment 3 - Technical Submission	Cover Sheet	1	Cannot complete the area in line 16 of attachment 3.	Please see the amended Attachment 3 - Technical Submission.
189	Attachment 3 - Technical Submission	Cover Sheet	Row 16	This row is not editable. Will OGS retest the entire form and provide the vendors with an updated editable form?	Please see the amended Attachment 3 - Technical Submission.
190	Attachment 3 - Technical Submission	Cover Sheet		The instructions require a vendor signature in column A9 and the form to be notarized. For the electronic submission, should we submit: (1) A completed Excel sheet without the signature or notarization, or (2) A scanned copy of the printed, signed, and notarized sheet in PDF format, or (3) Both	A vendor should submit both. Also, please see Section 4.1.3 of the amended Solicitation.
191	Attachment 3 - Technical Submission	General		Please confirm, as stated in the pre-bid conference, that the project / customer references can be from any government customer but not private sector references.	Private sector references and experience are not allowed. Please refer to the definition of government entity in Section 1.5 of the Solicitation. Also, please see Section 3.1 of the Solicitation.
192	Attachment 3 - Technical Submission	Lot 1 and 2 Response Form		To clarify a question asked at the bidders' conference, may we use as a qualifying project, one on which we were a subcontractor to a large system integrator, worked directly with the government client and were responsible for meeting deliverables?	For qualifications #1 and #2 in each of the three (3) lots, subcontractor experience will be allowed to determination compliance with the qualification. For qualification #3, only Prime Contractor experience will be accepted. Using the example provided, this would not be allowed as an example of a Qualifying Project.
193	Attachment 3 - Technical Submission	Lot 1 and 2 Response Form		Will you accept as a qualifying project of Lot 2, one that we performed on a time and materials bases as a subcontractor to the Prime, but worked directly with and reported directly to the government client and where we managed our portion of the project independently? For example, we have worked as a sub and billed the prime from \$500K to over \$1 million for such work.	For qualifications #1 and #2 in each of the three (3) lots, subcontractor experience will be allowed to determination compliance with the qualification. For qualification #3, only Prime Contractor experience will be accepted. Using the example provided, this would not be allowed as an example of a Qualifying Project.
194	Attachment 3 - Technical Submission	Lot 1 Reponse Form		Can we include additional Job Titles other than the ones we have held with other government entities or is this form strictly to provide projects performed for other government entities alone?	No, this is form is strictly for projects performed for government entities.
195	Attachment 3 - Technical Submission	Lot 1 Response Form		We provide IT (printer and telecom optimization) services billed on a contingency basis (% of the savings derived by the client for the solution offered). Would the revenue derived by such contracts qualify towards meeting the contract value for the Lot category?	No.
196	Attachment 3 - Technical Submission	Lot 1 Response Form		Is it required that contracts submitted as proof of prior engagement experience be fixed price? Are time and material contracts that meet the contract value requirements for the Lot acceptable for submission?	Q1) No. Q2) Yes. Also, please see Section 3.1 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
197	Attachment 3 - Technical Submission	Lot 1 Response Form, Lot 2 Response Form, Lot 3 Response Form	3, 4, 5	The column for "Attached Contract Document File Name" implies that we should enter the file name of the relevant contract, but the field only allows a "Yes/No" response. We request a revised spreadsheet.	The file name cell has been modified removing the yes/no drop down allowing Vendors to enter file name(s) in the cell. Please see the amended Attachment 3 - Technical Submission.
198	Attachment 3 - Technical Submission	Lot 1 Response Requirement 3		We have not been the prime contractor on any government contract. Does this mean that we do not qualify for LOT 1 of this contract?	Correct.
199	Attachment 3 - Technical Submission	LOT 1 Vendor Response Form	3	How should we explain how we meet the Section-1 requirement that we have at least 2 years of continuous operation as a NYS small business, beyond stating that we meet the 4 SBE criteria as defined in NYS Finance Law Article 11. Should we state the start date of our inception as a SBE?	Please refer to the updated Attachment 3 - Technical Submission. Please check the appropriate box on Attachment 3 - Technical Submission, Lot 1 Response form to indicate a Vendor is a NYS Small Business. A narrative is no longer required. Please provide the dates of operation under Qualification 1 to provide the 2 year period of continuous operation in the 2 year period prior to and including the Solicitation Release Date.
200	Attachment 3 - Technical Submission	LOT 1 Vendor Response Form	3	Is it possible to have a sample data example for Sections 1 and 2 as there is for Section 3, to clarify what should be included within the 'brief' narratives.	Please see amended attachment 3 - Technical Submission.
201	Attachment 3 - Technical Submission	LOT 1 Vendor Response Form	3	Should the brief narrative for Section 2 cite individual IT consulting service projects and repeat the Section 1 affirmation that we meet the 4 SBE criteria?	See amended Attachment 3- Technical Submission
202	Attachment 3 - Technical Submission	LOT 1 Vendor Response Form	3	If we are supposed to cite individual IT consulting projects across the applicable period, is it correct we may cite more projects than we represent in our entries for Section 3, or should they align 1-to-1 as implied by the sample data example on Page 2.	The 1 to 1 alignment as described in this question is not required.
203	Attachment 3 - Technical Submission	LOT 1 Vendor Response Form	4	How are multi-year contracts handled in determining the total contract value? For example, does a two-year contract at \$12,500 per year qualify as a \$25,000 project?	Using the example cited, this would qualify as a \$25,000 project.
204	Attachment 3 - Technical Submission	LOT 2	4th tab	Customer contracts are confidential and could not be submitted as part of a proposal without significant redaction which might not provide the desired information. Can OGS allow vendors to submit references and evidence of qualifications in a different manner? If not, many vendors could be prohibited from bidding, which will result in OGS not obtaining the best contract for the requested services.	OGS respectfully declines the requested amendment. Customer contracts are limited to those with other governmental entities.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
205	Attachment 3 - Technical Submission	Lot 2 - Response Form	1	Column E - Total Contract Value is not formatted for \$	Column E - Total Contract Value has been formatted to allow the entering of values in dollars. Please see the amended Attachment 3 - Technical Submission.
206	Attachment 3 - Technical Submission	Lot 2 & Lot 3 Tabs	n/a	Some, if not all, of our client contracts are confidential information. In light of this, will the State accept alternatives as evidence of an award contract; for example, within NYC, the NYC Comptroller's CheckbookNYC.com website offers public information on contracts (including contract value, contract numbers, start/end dates), would this be acceptable?	OGS respectfully declines. OGS is seeking only Governmental contracts which by definition are public records.
207	Attachment 3 - Technical Submission	Lot 2 & Lot 3 Tabs	n/a	Due to the large volume of pages in multiple contract documents, if the vendor has provided a link or electronic copy of the contract documents in its electronic submission, would OGS consider NOT requiring that the contract documents also be printed and included in its hard copy submission?	OGS will not require that contract documents be printed and included in the hard copy submission. OGS will accept electronic versions of the contracts.
208	Attachment 3 - Technical Submission	Lot 2 & Lot 3 Tabs	n/a	We understand from the Pre-Vendor Submission Conference that OGS would like vendors to provide the location and name of the attached contracts. The column entitled "Attached Contract Document File Name" in Attachment 3 Technical Submission has a drop down selection with "Yes" or "No" as the only available response. Can OGS provide a revised Attachment 3 Technical Submission Excel file with a free-form text field in the "Attached Contract Document File Name" column so that we may indicate the document name and location of each contract in our technical response package?	Please see the amended Attachment 3 - Technical Submission.
209	Attachment 3 - Technical Submission	Lot 2 & Lot 3 Tabs, Question 3	n/a	In the column entitled "Attached Contract Document File Name" would the State accept the Appendix or abridged version only of existing contracts rather than the entire contract?	No.
210	Attachment 3 - Technical Submission	Lot 2 & Lot 3 Tabs, Question 3	n/a	Will Public Sector education clients be considered "government entities" for the purpose of the Mini-Bid process?	Yes. Please refer to the definition of government entity as defined in Section 1.5 of the Solicitation.
211	Attachment 3 - Technical Submission	LOT 2 and 3 Response Form	1	IT Project/Contract Name - Regarding contract documents to accompany representative projects for each lot, is OGS looking for specific information? It's the Vendor's understanding that the referenced contracts required may not be rate-based, state- wide contracts that are available on-line but rather deliverable-based agreements that are unique to the government entity. These contracts are not generally published. Although these contracts are likely subject to disclosure in accordance with the applicable freedom of information laws, a vendor may be restricted from providing this information unilaterally without consent. It is anticipated that disclosure of the "Contract documents" from the referenced accounts will require the consent of the applicable "Government entity" and such contract documents may, also, be abridged and/or redacted.	Contract documents are required for validation of the information provided and may not be abridged. Please see Section 3.1 of the amended Solicitation in regards to the types of contracts that may be provided to OGS. The exception is a task order that can be submitted if it was awarded under a Backdrop, MASA or GWAC IDIQ contract. However, OGS reserves the right to request the base contract. Please see Section 4.1 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
212	Attachment 3 - Technical Submission	LOT 2 and 3 Response Form	1	"Attached Contract Document File Name" - this entry field is a "Yes/No" dropdown. The example on TAB "SAMPLE" has a PDF file name entered in this field but this field is locked and only "Yes/No" can be entered. How should Vendor provide PDF file names?	The file name cell has been modified removing the yes/no drop down allowing Vendors to enter file name(s) in the cell. Please see the amended Attachment 3 - Technical Submission.
213	Attachment 3 - Technical Submission	Lot 2 and 3 Response Forms	4th and 5th tabs	The form requires us to list clients' individual contact names, phones, and e-mail addresses. Can we redact that information to protect the identities of our clients?	No. A vendor may only submit contracts with governmental entities.
214	Attachment 3 - Technical Submission	Lot 2 and 3 Response Forms	4th and 5th tabs	The instructions require the attachment of the reference contract documents as evidence of the engagement and contract values. Some of our government contracts are very large (500-600 pages or more) and may contain information that is proprietary to our company or to our client. Would it be sufficient to attach only excerpts of the contract to show the contract value cap and the signature page?	Please see Section 4.1.3 of the amended Solicitation. OGS is not requesting hard copies of the referenced contracts.
215	Attachment 3 - Technical Submission	Lot 2 and Lot 3 Response Forms		Column A/B, Project and Contract Name -- the row will not expand if the name is longer than two lines. Also, Column D, Qualifying Contract Value is not wide enough to show the dollar amount. Can an updated spreadsheet be provided with wider columns?	Please see the amended Attachment 3 - Technical Submission.
216	Attachment 3 - Technical Submission	LOT 2 Response Form	1	Response forms provide direction to "attach a copy of Contract documents as evidence of the engagement and stated contract values is". Most contracts are voluminous and may include the source RFP and proposal, among many other documents, are part of the contract in its entirety. Will OGS consider only certain segments of the contract being required to be provided?	No.
217	Attachment 3 - Technical Submission	LOT 2 Response Form	1	Response forms provide direction to "attach a copy of Contract documents as evidence of the engagement and stated contract values is". OGS may be assuming that all public sector contracts are public domain information, when many can not be shared publicly by a vendor as they are considered confidential. Can OGS consider modifying this requirement, which may particular impact some vendors from being able to provide enough contracts to allow them to qualify to respond to the bid?	OGS respectfully declines the requested change.
218	Attachment 3 - Technical Submission	LOT 2 Response Form	1	Can OGS better define the meaning of "Qualifying Contract Value" in contrast to "Total Contract Value"? Does Qualifying Contract Value mean a portion of the contract, if not all, that meets requirements of this RFP?	Qualifying Contract Value means the portion of the contract, if not all, that meets the requirements of the solicitation.
219	Attachment 3 - Technical Submission	LOT 2 Response Form	Attached Contract Document File Name	This column is limited to Yes/No responses. Will OGS retest the entire form and provide the vendors with an updated editable form?	Please see the amended Attachment 3 - Technical Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
220	Attachment 3 - Technical Submission	Lot 2- Response Form	1	Column D - Qualifying Contract Value does not fit contract values in the \$1M range	Please see the amended version of Attachment 3 - Technical Submission.
221	Attachment 3 - Technical Submission	Lot 2 Response Form and Lot 3 Response Form	1	Would the State please clarify whether a project can appear on both the Lot 2 Response Form and the Lot 3 Response Form?	A project can appear on both the Lot 2 and Lot 3 Response Form.
222	Attachment 3 - Technical Submission	Lot 2 Response Form Lot 3 Response Form	4	In places where you are asking for examples of previous government contracts, is it ok to redact other parts of the proposal except for the pricing section related to project based consulting services?	No.
223	Attachment 3 - Technical Submission	Lot 2 Response Form Lot 3 Response Form	4	In places where you are asking for examples of previous government contracts, is it ok to provide electronic copies only or do you require vendors to submit a printed copy ?	Please see Section 4.1.3 of the amended Solicitation. OGS is not requesting hard copies of the referenced contracts.
224	Attachment 3 - Technical Submission	Lot 2 Vendor Response Form	1	During the pre-bid conference the OGS representative stated that: "For Lots 1 & 2, Subcontracting experience is allowed for Requirements 1 & 2 on the Technical Proposal. For Lot 3 it must be Prime only." The excel form provided by OGS for the Lot 2 Technical Submission states under Requirement 2 : "Vendor must document at least four years of relevant experience which was obtained by delivering Information Technology Consulting Service Projects to Governmental entities for which Vendor was the Prime Contractor." Please clarify the requested information for both Requirements 1 & 2 of the Technical Submission.	Please see Section 3.1 of the amended Solicitation. Prime Contractor experience will still be required for Qualification #3 in each of awarded lots.
225	Attachment 3 - Technical Submission	Lot 2 Vendor Response Form	2	During the pre-bid conference the OGS representative stated that: "For Lots 1 & 2, subcontracting experience is allowed for Requirements 1 & 2 on the Technical Proposal. For Lot 3 it must be Prime only." The excel form provided by OGS for the Lot 2 Technical Submission states under Requirement 3: "for which you were the Prime Contractor." Please clarify as to whether there is difference among the Prime Contractor stipulation between Requirement 2 and Requirement 3 of the Technical Submission.	Please see Section 3.1 of the amended Solicitation. Prime Contractor experience will still be required for Qualification #3 in each of awarded lots.
226	Attachment 3 - Technical Submission	Lot 2, 3 Response Form		Some fields such as Project/Contract name have limited ability to grow. How should we handle the case when the information exceeds the ability of the box to grow?	A third section has been added to the excel document allowing Vendors additional space for their responses. Please see the amended Attachment 3 - Technical Submission.
227	Attachment 3 - Technical Submission	Lot 2, 3 Response Form		In the sample, the "Attached Contract Document File Name" shows a file name, but in the forms for Lot 1, 2, 3 it indicates a 'yes' or 'no' choice. Please clarify.	The file name cell has been modified removing the yes/no drop down allowing Vendors to enter file name(s) in the cell. Please see the amended Attachment 3 - Technical Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
228	Attachment 3 - Technical Submission	LOT 3	5th tab	Customer contracts are confidential and could not be submitted as part of a proposal without significant redaction which might not provide the desired information. Can OGS allow vendors to submit references and evidence of qualifications in a different manner? If not, many vendors could be prohibited from bidding, which will result in OGS not obtaining the best contract for the requested services.	OGS respectfully declines the requested amendment. In response to comments received as part of the Request for Comments, the requirements were changed to only request governmental contracts which are generally not confidential.
229	Attachment 3 - Technical Submission	LOT 3 Response Form	Attached Contract Document File Name	This column is limited to Yes/No responses. Will OGS retest the entire form and provide the vendors with an updated editable form?	The file name cell has been modified removing the yes/no drop down allowing Vendors to enter file name(s) in the cell. Please see the amended Attachment 3 - Technical Submission.
230	Attachment 3 - Technical Submission	Lot Response Form	2	Will a 'Notice of Award' from NYS suffice in place of Contract Document?	No.
231	Attachment 3 - Technical Submission	Lot X - Response Form	Req. #3	Is there a requirement for bidders to demonstrate that they have "successfully" served as the Prime Contractor for Government Entities"?	All minimum qualifications for Vendors are found in Section 3.1 of the Solicitation.
232	Attachment 3 - Technical Submission	Lot X Response Form		Can OGS please elaborate on what it would like included in the narrative for the questions on this form? The sample does not really provide narrative but merely repeats the information about the sample contracts provided in the rows below.	Please refer to the updated Attachment 3 - Technical Submission. A narrative is no longer required. Please provide the dates of operation under Qualification 1 to provide the 2 year period of continuous operation in the 2 year period prior to and including the Solicitation Release Date.
233	Attachment 3 - Technical Submission	Lot2 & 3 Response Forms	Page 4	With regard to the Lot 2 and Lot 3 Response forms - The majority of our Government IT Project Consulting Services engagements are fulfilled through our approved, designated value added resellers (VARs) but with our company providing the service directly to the government end-user entity. Not allowing this type of Reference could preclude us from submitting a Response to the Solicitation when we are a major supplier to Governmental entities. Will NYS reconsider the need for the References to be only as a Prime Contractor?	Please see Section 3.1 of the amended Solicitation. Prime Contractor experience will still be required for Qualification #3 in each of awarded lots.
234	Attachment 3 - Technical Submission	Requirements 2 & 3	All Lots	Are Time & Materials-based projects allowable for the purposes of submitting project experience and client references (and associated attached contracts) within the Technical Submission? In other words, must every relevant project a Vendor cites have been Project-Based?	Yes, Time and Materials-based projects are allowable for the purposes of submitting project experience and client references within the Technical Submission. Also, please see Section 3.1 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
235	Attachment 3 - Technical Submission	Response Form		Please confirm the State will accept redacted versions of the contract documents when there are legal restrictions that prevent us from providing the document in full.	OGS will not accept redacted versions of the contract documents provided.
236	Attachment 3 - Technical Submission	Response Form		Some contracts are hundreds of pages in length. Please confirm the vendor can provide a link to the contracts?	Please see Section 4.1.3 of the amended Solicitation. OGS is not requesting hard copies of the referenced contracts.
237	Attachment 3 - Technical Submission	Section 3	3	The column titled "Attached Contract Document File Name" is a drop-down field with entry limited to yes or no. Should this column allow for text entry to provide the Attached Contract Document File Name?	The file name cell has been modified removing the yes/no drop down allowing Vendors to enter file name(s) in the cell. Please see the amended Attachment 3 - Technical Submission.
238	Attachment 3 - Technical Submission	Section 4.1.1	18	Please confirm that the hard copy vendor submission described in Section 4.1.1 does not include hard copies of the contract files included in our electronic vendor submission on Attachment 2 - Financial Submission and Attachment 3 - Technical Submission.	Please see Section 4.1.3 of the amended Solicitation. OGS is not requesting hard copies of the referenced contracts.
239	Attachment 3 - Technical Submission	Vendor Response Form	2 (Last Column)	Does OGS want us to attach a copy of a full contract? If a task order was awarded under a Backdrop, MASA or GWAC IDIQ contract, does OGS want to see a copy of the base contract, task order, or both? Please clarify.	For the purposes of the Technical Submission, a task order can be submitted if it was awarded under a Backdrop, MASA or GWAC IDIQ contract. However, OGS reserves the right to request the base contract. Please see Section 4.1 of the amended Solicitation.
240	Attachment 3 - Technical Submission			With respect to contracts that a vendor submits for evidence of engagement, is it possible for the vendor to redact confidential and/or proprietary information from that contract?	No. Please see Appendix B section 9 for information on confidential/trade secret materials.
241	Attachment 3 - Technical Submission			Is it correct to assume that since this RFP is looking for vendors qualified to provide services for deliverable-based and fixed price projects, the State is looking for contracts that demonstrate evidence of engagements that are similar in nature to the examples of In-Scope Projects listed on page 6 of the RFP, and that contracts that are Time and Materials based work would not be acceptable?	This is not correct. Please see Section 3.1 of the amended Solicitation.
242	Attachment 4 - Inquiry and Bid Deviation	Encouraging NY Business		In using a NYS business in Delivering of these services, do they have to be on another NYS contract vehicle?	No, the listed business does not need to hold a New York State contract. (This question relates to Attachment 1 - Administrative Submission, but is listed as Attachment 4.)

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
243	Attachment 4 - Inquiry and Bid Deviation	FOIL redaction		Will our entire submission, including price, be shared with our competitors?	New York State law provides a presumption of releasability of records maintained by a governmental entity. Appendix B section 9 and Attachment 1 - Administrative Submission, FOIL redaction tab, provides a process for a Vendor to request an exemption from release under the Freedom of Information Law (FOIL). If a Vendor believes portions of its submission should not be released under FOIL, it must follow the process and OGS will make the necessary assessment in accordance with law. With respect to the resulting contracts, it is OGS's practice to publish all centralized contracts on its website, including pricing.
244	Attachment 5 - Mini Bid Template	MWBE goals	2	Do MWBEs have to be pre-selected in Lot 1 be a part of our response team to the Mini bids?	Eligibility for participation in Lot 1 is limited to NYS certified MWBE and NYS small businesses. Receipt of a Lot 1 award is not a pre-condition for use as a subcontractor in a Lot 2 or Lot 3 mini-bid engagement.
245	Attachment 5 - Mini-Bid Template	2.4	8	Would the state consider adding information on the customer's process and criteria for reviewing and approving deliverables in the section on deliverables?	This will be done by the Authorized User as part of the mini-bid process. OGS will not establish such processes on their behalf. Please see the amended Attachment 5 - Mini-Bid Template.
246	Attachment 5 - Mini-Bid Template	Mini-bid Financial Submission	12	The template requires "Titles, hours and rates". What is the purpose of this information if the goal is to complete deliverables and not deliver hours?	The maximum job title rates are used to establish the price reasonableness of the OGS centralized contract. The fixed price is based upon the Contract hours and rates, however payments will be made based on the fixed price deliverable(s) only. Further, such rates are used as a basis to ensure that the price quoted for a particular mini-bid is at or below the rates already determined as reasonable.
247	Attachment 5 - Mini-Bid Template	Mini-bid Financial Submission	12	The sample includes 'Business Analysis' and 'Application Development' as deliverables. These imply a time and materials vs. deliverable approach. Would these be valid deliverables under this contract? If so, how would the customer assess when the complete 'Business Analysis' had been delivered?	The sample was provided for demonstrative purposes only. It has since been updated so please see the amended Attachment 5 - Mini-Bid Template.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
248	Attachment 5 - Mini-Bid Template	Authorized User Instructions	1	These instructions seem to be self-contradictory. The first bullet indicates that "Items that must stay as part of your document are in bold." Yet the paragraph below the bulleted list indicates that some sections of the template may apply to all Authorized Users and that they "may be changed or removed." Also, the conventions about bold text and text highlighted in grey do not seem to be followed.	Please see the amended Attachment 5 - Mini-Bid Template.
249	Attachment 5 - Mini-Bid Template	Authorized User Instructions	1	After the award of #22772, would OGS consider providing Authorized Users (AU) a "Mini-Bid Best Practices Template Library" providing AU customers with best practices guidance in conducting different types of IT Project procurements?	OGS will take this request under advisement for Contract Management purposes but cannot commit to creating such a library as a condition of this Solicitation.
250	Attachment 5 - Mini-Bid Template	Best Value Award Methodology	6	This question relates to the points allocated to the vendor technical and cost proposals, respectively. (For the purpose of this question, we are using the example in which the Authorized User specifies a 70/30 split in the technical/cost weight.) Regarding the technical score, we observe that different agencies take different approaches - some use a raw score and use that as the technical points allocated; others use a raw score and then normalize the technical points so that the vendor with the highest technical score receives 70 points. In assigning a cost score, agencies invariably use a proportional allocation in which the highest cost score receives 30 points. Can you specify the methodology to be used to allocate the technical score to be the "normalized" method rather than the "raw score" method? This seems to be a more accurate method for achieving the 70/30 split in weight between technical and cost. We note that Authorized users will have the flexibility to use higher weightings for cost if they wish to emphasize cost more.	OGS respectfully declines to specify the exact methodology for each mini-bid issued. The evaluation methodology will be determined by the Authorized Users on a procurement by procurement basis.
251	Attachment 5 - Mini-Bid Template	Best Value Award Methodology	6	Can all or a portion of the 5% preference given to MWBEs be awarded to a prime contractor who subcontracts to MWBEs?	The statutory authorization only permits the inclusion of a quantities factor for Offerers that are small businesses or certified women or minority businesses. See State Finance Law section 163(1)(j).
252	Attachment 5 - Mini-Bid Template	Contractor Response Template	11	Can you confirm your statement during the bidders' conference that, while additional requirements of the vendor proposals will be identified (such as qualifications, team, approach), the Authorized User will have the discretion of allocating raw scores and weights to these elements?	Confirmed.
253	Attachment 5 - Mini-Bid Template	Contractor Response Template	11	Please confirm your intention to be prescriptive in terms of defining what vendor responses will include. Currently, the Contractor Response Template appears to require a signature form, a project plan, and a cost template.	OGS will not prescribe the format for every Authorized User mini-bid.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
254	Attachment 5 - Mini-Bid Template	Contractor Response Template	11	It would be useful if the State could provide more comprehensive guidance regarding the format of the contractor response. What specifically should be in the "project plan"? What would be considered "extraneous elements or enhancements"? Are typical proposal sections such as understanding of the problem, staffing, organization, technical approach, etc. considered integral to the project plan or are they enhancements? Does a project plan include a Gantt chart or equivalent? What about a WBS? Without greater detail about what is expected, some vendors may under- or over-respond, and the AU may end up with proposals that are not directly comparable defeating the ability to identify the "best value to the State".	Please see the amended Attachment 5 - Mini-Bid Template.
255	Attachment 5 - Mini-Bid Template	Contractor Response Template	11	Can you clarify what you mean by "project plan"? The definition of what is required by vendor responses appears to be narrow. A project plan might be interpreted to mean an MS project schedule, for example.	Please see the amended Attachment 5 - Mini-Bid Template.
256	Attachment 5 - Mini-Bid Template	Contractor Response Template	11	If the Contract Response Template defines the vendor response, it is difficult to see how evaluations of proposals will be conducted on a "best value" basis as the RFP specifies. Key elements of value, such as firm qualifications, the proposed team, and the specific approach to be used to conduct the work - all of which impact the value offered by the proposing firm - are not included. Can you specify these three elements, and others as appropriate, to be included in vendor proposals to help provide an accurate assessment of "best value"?	The "key elements" identified are not prohibited from inclusion as evaluation criteria within the mini-bid. OGS will not prescribe the inclusion of these elements for all mini-bids issued against the resultant contracts as such decision must be made by an Authorized User.
257	Attachment 5 - Mini-Bid Template	Key Events and Dates	6	Are there minimum periods that must be allowed for the Contractor to respond?	Yes. Please see the amended Attachment 5 - Mini-Bid Template and Section 6.1 of the amended Solicitation.
258	Attachment 5 - Mini-Bid Template	Mini bid Financial Submission	13	1) Are mini bids fixed price even though we submit hours and rates within the bid. 2) Once awarded, the price quoted for the deliverable is fixed and that is what we bill and it is not correlated with the estimated hours or rates? Is this correct?	1) Yes. 2) The fixed price is based upon the Contract hours and rates, however payments will be made based on the fixed price deliverable(s) only.
259	Attachment 5 - Mini-Bid Template	Mini Bid Financial Submission	13	According to section 7.10 of the solicitation it indicates that contractors are responsible for travel costs but the mini-bid template outlines "Anticipated Travel Costs Associated with the Deliverable" in the financial submission matrix. Please clarify if the State intends on reimbursing for travel costs.	Please see section 7.10 which has been amended.
260	Attachment 5 - Mini-Bid Template	Mini-Bid Financial Submission	13	The examples of deliverables given seem less like deliverables than phases. A more typical deliverable for the business analysis phase might be "business requirements document". As a milestone it might read "business requirements document accepted"	The examples were provided for demonstrative purposes only. Please see the amended Attachment 5 - Mini-Bid Template.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
261	Attachment 5 - Mini-Bid Template	Mini-Bid Financial Submission Example	13	How will the Mini-Bid award pull forward and map the financial submission to the detailed capability/functionality of deliverables for acceptance and payment?	Payment is provided upon acceptance of the deliverables. Please see Section 7.11 of the Solicitation.
262	Attachment 6 - How To Use This Contract	1.2 Lot Values	1	What is the method of distributing mini-bids to vendors?	Initially, it is anticipated that e-mail notifications will be the primary distribution method. OGS reserves the right to incorporate an electronic workflow system that may include elements of the Authorized User Mini-Bid process.
263	Attachment 6 - How to Use This Contract	2.1 and 2.2	2	This list does not seem to be entirely consistent with Attachment 5. For example, Attachment 5 does not appear to make provision for funding source requirements, available funding, available State staffing or long-term maintenance. Similarly, there are differences between the description of evaluation factor weighting in this document and in Attachment 5.	Long-term maintenance is out-of-scope for this Solicitation. With regards to the remainder of this question, please see the amended Attachment 5 - Mini-Bid Template.
264	Attachment 6 - How to Use This Contract	2.6 Negotiation with Tentative Awardee	4	In this section it refers to contents of the Project Plan, and separates deliverables and milestones, and references milestones as timeframes. In the base bid document, the definitions section 1.5, it specifies that milestone shall mean Deliverable. Please clarify.	Attachment 6 - How to Use This Contract has been amended to clarify and conform to the Section 1.5 definition of deliverable. Additionally, the definition of "deliverable" has been amended. Please see Section 1.5 of the amended Solicitation.
265	Attachment 6 - How to Use This Contract	2.6 NEGOTIATION WITH TENTATIVE AWARDEE	4	<p>Attachment 06 states:</p> <p>"If desired, the Authorized User should enter into negotiations with the tentative awardee to ensure that both the Authorized User and Vendor have the full understanding of each other's roles and responsibilities of the Project. The Authorized User and the Vendor will develop a Project Plan from this mutual understanding. The Project Plan must be documented fully, including deliverables, milestones/timeframes, dependencies, risk mitigation, roles and responsibilities, payment points, Knowledge Transfer and decision points. This documentation will be attached as backup to the Authorized User Agreement. Negotiation and finalization of a Project Plan are to be provided to the Authorized User at no charge."</p> <p>Vendor requests the following change to fourth sentence and the addition of one sentence after the fourth sentence: "This documentation will be attached as backup to the Authorized User Agreement for reference purposes only. Should there be any changes to the Project Plan for any reasons, the parties agree to mutually agree upon the changes and document them accordingly."</p>	While OGS declines to add language limiting the documentation to functioning as a reference document, it has added the following language requiring mutual agreement for project plan changes: "The Authorized User and contractor agree that changes to the project plan are subject to mutual agreement."

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
266	Attachment 6 - How To Use This Contract	2.9 Procurement Record	5	Do we assume that the Mini bids are pre-funded ?	Depending on the Authorized User, policies may vary. State Agencies should have all internal approvals including funding approval prior to release of a mini bid.
267	Attachment 6 - How to Use This Contract	Section 1.2 - Lot Values	1	By not defining a prescriptive Best Value determination method per Lot, is OGS suggesting to Authorized Users that the planned level of objectivity, transparency and documentable due diligence of their pre-determined and fixed evaluation methodology should not increase proportionally with the anticipated/estimated project dollar value?	No.
268	Attachment 6 - How to Use This Contract	Section 2.2 - DEVELOP A PROCUREMENT PLAN	3	Is there a requirement that Technical and Financial/Cost criteria be separately evaluated?	Authorized Users are required to comply with New York State Finance Law and other applicable statutes with all Mini-Bids issued under the resultant contract(s).
269	Attachment 6 - How to Use This Contract	Section 2.2 - DEVELOP A PROCUREMENT PLAN	3	Can Technical Pass/Fail criteria be used to determine non-responsive proposals prior to the application of quantitative technical scoring evaluations?	Authorized Users are required to comply with New York State Finance Law and other applicable statutes with all Mini-Bids issued under the resultant contract(s).
270	Attachment 6 - How to Use This Contract	Section 2.2 - DEVELOP A PROCUREMENT PLAN	3	May an Authorized User dictate the form/format of Technical responses?	Authorized Users shall work within the format of the Mini-Bid template but may augment as necessary.
271	Attachment 6 - How to Use This Contract	Section 2.2 - DEVELOP A PROCUREMENT PLAN	3	Must a formal, written, Question and Answer period be made part or all Mini-Bid's pre-award Procurement Plan timeline?	No, the contract does not mandate a formal, written questions and answer period during a mini-bid.
272	Attachment 6 - How to Use This Contract	Section 2.2 - DEVELOP A PROCUREMENT PLAN	3	Can Authorized Users of #22772 issue Requests for Information (RFIs) to registered #22772 Vendors to acquire general marketplace information regarding possible options, solutions and methodologies/approaches available in solve complex IT problems?	This solicitation does not prevent any Authorized User from considering the issuance of a Request for Information (RFI). Such RFI's are not required to be limited to registered #22772 Vendors.
273	Attachment 6 - How to Use This Contract	Section 2.2 - DEVELOP A PROCUREMENT PLAN	3	May an Authorized User limit the length of Technical responses?	Yes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
274	Attachment 6 - How to Use This Contract	Section 2.4 - EVALUATION OF MINI-BIDS	4	From the perspective that #22772 establishes a "procurement framework", do Authorized Users have discretion in exactly how the Best Value evaluation methodology are finalized prior to the Mini-Bid opening, assuming these evaluation elements are not altered any time after the Mini-Bid's release and that the evaluation methodology yields Best Value in a fair objective, transparent and documentable manner?	Yes, as long as the discretion is exercised in accordance with the statutory requirements.
275	Attachment 6 - How to Use This Contract	Section 2.6 - NEGOTIATION WITH TENTATIVE AWARDEE	4	After the tentative selection of a vendor on #22772 which is also a HBITS Vendor (current or waitlisted), could Authorized Users use that particular Vendor's HBITS Rate Card to facilitate the negotiation of best and final pricing?	All Authorized Users are encouraged to negotiate the best possible pricing as it pertains to the respective Mini-Bid.
276	Attachment 6 - How To Use This Contract			1) Will we find out what services are to be bid before a Mini bid comes out? 2) And what is the process for viewing Mini bids? Per a link or a website or will vendors be contacted directly?	1) A description of the services will be provided either through a polling document issued by the Authorized User or through the issuance of the Mini-Bid document by the Authorized User. 2) Initially, it is anticipated that e-mail notifications will be the primary distribution method. OGS reserves the right to incorporate an electronic workflow system that may include elements of the Authorized User Mini-Bid process.
277	Attachment 6 - How to Use This Contract			Do Authorized Users have a choice which firms they send minibids too or must it be all firms within that lot?	The Mini-Bids must be sent to all Vendors within the identified Lot.
278	Attachment 6 - How To Use This Contract			What is the turn around time on vendor selection on the Mini bids?	This will be identified by Authorized Users at the time of a Mini-Bid's issuance.
279	Attachment 7 - Intent to Submit OGS Solicitation Form	Printed Name	1	The field for "Printed Name" is a number field and does not allow a name to be typed in. Will an amended Attachment 7 be issued?	Please see the Amended Attachment 7.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
280	Attachment 7 - Intent to Submit OGS Solicitation Form		1	1) If a vendor decides after the submission of the Intent to Submit form to bid on additional Lots, can they check additional lots at the time of proposal submission? 2) Do you require vendors to resubmit the Intent to Submit form again with the proposals?	1) Yes 2) No
281	Attachment 8 - Enhancement Request Template	Authorized User No Cost Change Approval	1	This form purports to be for the 10% enhancement budget, but it seeks approval for no-cost changes. Is the form to be used for both purposes?	No. No cost changes are processed via Attachment 9 - No Cost Change Request Template. Please see the amended Attachment 8 - Enhancement Request Template.
282	Attachment 8 - Enhancement Request Template	Authorized User signature block	1	The title for the authorized user signature block on the Enhancement form reference "No cost" change approval. Please confirm that this should be for approval of the proposed cost.	The reference to "No Cost" on Attachment 8 - Enhancement Request Template is an error. Please see the amended version of Attachment 8 - Enhancement Request Template.
283	Attachment 8 - Enhancement Request Template	Contractor Signature	1	The Enhancement Form does not include provision for Contractor signature. We recommend that a Contractor signature is added to these forms.	Please see amendments to Attachment 8 - Enhancement Request Template.
284	Attachment 8 - Enhancement Request Template		1	The template has a section for "AUTHORIZED USER NO COST CHANGE APPROVAL", which appears to be a copy-paste error from a similar section in Attachment 9. Could you please confirm and share an updated template, if applicable.	Please see the amended Attachment 8 - Enhancement Request Template.
285	Attachment 9 - No Cost Change Request Template	Contractor Signature	1	The No Cost Change Form does not include provision for Contractor signature. We recommend that a Contractor signature is added to these forms.	Please see amendments to Attachment 9 - No Cost Change Request Template.
286	EEO 100 Form	N/A	1	Fields for Contactor Name, Contractor Address, Email, and Name and Title are not long enough to accomindate answers. Please confirm that this form is intended to be filled out by pen and ink and not electronically.	The EEO 100 has been updated and this change was referenced in Solicitation Update #2. Please visit http://www.ogs.ny.gov/MWBE/Forms.asp to access the updated form.
287	RESERVED	RESERVED	RESERVED	RESERVED	RESERVED

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
288	Solicitation	1.1	4	Proposer notes that OGS' Appendix B contains many terms and conditions (i.e. product delivery and software licensing terms) that would not be applicable to proposer's services (i.e. Proprietary software application development/customization, programming and integration) or necessarily this OGS Centralized Contract. Proposer encourages OGS to permit Authorized Users to waive certain provisions of Appendix B with respect to Mini-Bids for particular projects so that the terms and conditions that govern a particular project are applicable to that project	While OGS respectfully declines to make the requested amendment, it has reserved several clauses in Appendix B in accordance with this question.
289	Solicitation	1.1	5	If the terms and conditions specified in the OGS backdrop contract contradict terms and conditions of an authorized user contract, which terms and conditions will then prevail?	In accordance with section 7.1 of the Solicitation, the centralized contract terms take precedence over the Authorized User Agreement.
290	Solicitation	1.1	5	How does OGS plan on procuring contracts that are over \$25,000,000?	This question is outside the scope of this Solicitation.
291	Solicitation	1.1		What factors will determine "Best Value"?	In accordance with State Finance Law section 163(1)(j), the Authorized User may consider numerous factors to determine how it will optimize quality, cost and efficiency.
292	Solicitation	1.2	4	The scope of projects allows for development of custom software or customization of existing software. Often when we do these projects there is training and knowledge transfer to government employees, but there is often a need for ongoing maintenance and support. Should this be factored into the fixed price for the whole project? If projects are limited to three years, how can an Authorized User continue to receive support from a Vendor that developed a custom solution after that?	Ongoing maintenance is specifically identified as out-of-scope for this Solicitation. Thus, it cannot be factored into the fixed price for the whole project.
293	Solicitation	1.2	6	We assume the following services are in-scope. Please confirm: Web reengineering/redesign, Learning Management System (LMS) design, implementation and maintenance, documentation, technical writing, training/eLearning.	All items listed, with the exception of maintenance, eLearning, and prepackaged training courses, would be in-scope for this Solicitation so long as they do not include elements of out-of-scope services as listed in Section 1.3 of the amended Solicitation.
294	Solicitation	1.2	6	Can you please provide a description of your current application portfolio, which may be extended and maintained as part of service delivery?	OGS does not perform all purchasing on behalf of the State of NY and does not possess this information.
295	Solicitation	1.2	6	What is your definition for data categorization? Are you referring to large-scale data analysis and business intelligence?	OGS is not prescribing specific definitions to the In-Scope projects.
296	Solicitation	1.2	6	Can you please provide a list of any middleware and integration technologies that are within scope?	Please refer to Section 1.3 for the types of technologies that would be considered out-of-scope.
297	Solicitation	1.2	6	Are there any restrictions on the resources that may be used. If U.S. only would there be restrictions on classifications such as U.S. citizen, U.S. green card holders, U.S. permanent resident, or others?	The only restrictions placed on engagements by this Solicitation is contained in Section 5.8.4. However, Authorized Users may include additional restrictions within the Mini-Bid.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
298	Solicitation	1.2	6	Based on our review of the documents, it appears that the nationality and location of the staff performing work can change from U.S. only to global and that will be determined by the authorized user in the mini bid. Please confirm that this understanding is correct.	In the Solicitation, the only restriction is the location of the work. Please see Section 5.8.4 of the amended Solicitation.
299	Solicitation	1.2	6	Can you please provide a list of non-proprietary software that was purchased as (Commercial-Off-the-Shelf or "COTS") and will need support as part of service delivery?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project.
300	Solicitation	1.2	6	What kind of support will you require for COTS applications?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project.
301	Solicitation	1.2	6	Could you please provide a description for each data source that your proprietary and COTS applications utilize, and what kind of support they may require as part of service delivery?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project.
302	Solicitation	1.2	6	Can you please provide an overview of infrastructure that is within scope?	There is not enough information for OGS to provide an answer to this question.
303	Solicitation	1.2	6	What are some examples of technical architecture items that you would like to discuss and receive advice?	There is not enough information for OGS to provide an answer to this question.
304	Solicitation	1.2	6	What activities are in scope for "business analysis for project development"? Do you require business process analysis services to optimize internal business process and to help determine which projects may be required? Alternatively, do you need business process analysis to refine requirements for specific software applications?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
305	Solicitation	1.2	6	Will application rationalization be within scope?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
306	Solicitation	1.2	6	What is the scope for project management activities (such as only software development)?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
307	Solicitation	1.2	6	What is the scope for your quality assurance requirements?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
308	Solicitation	1.2	6	Will your infrastructure have any major changes in the future? If so, what will they be?	There is not enough information for OGS to provide an answer to this question.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
309	Solicitation	1.2	6	What technologies are used for your current application security infrastructure (authentication and authorization, such as Active Directory)?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
310	Solicitation	1.2	6	What is your primary development environment and preferred software development language?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
311	Solicitation	1.2	6	Are you currently using any workflow engines? If not, are you planning on using them in the future? If applicable, what are the workflow engines?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
312	Solicitation	1.2	6	Are you currently using any rules engines? If not, are you planning on using them in the future? If applicable, what are the rules engines?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
313	Solicitation	1.2	6	What reporting technologies are being used?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
314	Solicitation	1.2	6	Are there any locationization requirements for application development (i.e. develop software for English and Spanish)? If so, what are the cultures/languages?	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
315	Solicitation	1.2	6	Can you please describe the technology stacks (such as Microsoft, Java, or others) that are within scope? Please indicate which technology stack is your primary one.	This question is outside the scope of this Solicitation. OGS is not seeking to contract with a vendor for a specific project. If applicable, this would be addressed at the mini-bid level.
316	Solicitation	1.2	5-6	There seems to be significant revision from the examples given of in-scope projects since the release of OGS's RFC in July. Would you please explain the reasoning behind each of those changes and, in particular, whether projects formerly listed as "in-scope", for example GIS and COTS software implementation, are no longer considered in-scope?	Please see the updated Section 1.3 of the amended Solicitation regarding out of scope work and Section 1.2 for in-scope work. The explanation requested is not relevant to this Solicitation.
317	Solicitation	1.3	6	There have been changes to the list of projects considered "out-of-scope" since the release of OGS's RFC in July. For example, "Managed Services" is listed as "out-of-scope" and replaces "on-going services" on that list. Please define "Managed Services. It would seem that "Disaster Recover/Business Continuity" which is listed as in-scope in Section 1.2 would seem to be a classic example of a managed service, for example. Rather than lists of examples of what is in and what is out of scope, will you please provide a list of necessary and sufficient characteristics defining an in-scope project?	OGS respectfully declines the requested change. Managed Services are ongoing and thus out of scope.
318	Solicitation	1.3	6	How does OGS plan on handling procurements that involve software acquisition as part of services/systems integration services?	Software acquisitions is out-of-scope for this Solicitation. See Section 1.3.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
319	Solicitation	1.3	6	Is there a plan for the procurement for the out-of-scope services?	This question is outside the scope of this Solicitation.
320	Solicitation	1.4	7	Will the due date be extended?	Please refer to dates provided with the updated Solicitation documents, posted with these questions and answers.
321	Solicitation	1.4	7	Would OGS entertain a second round of First Inquiry and Bid Deviations beyond October 15th at 11 a.m? The timeframe provided seems aggressive for the type of contract OGS plans to establish through this procurement	Please see key dates. A second round of inquiry and bid deviations is included in the revised schedule.
322	Solicitation	1.5	8	Please provide clarification on the definition of "Non-State Authorized Users". Not provided in definitions table.	The definition of Authorized User and Non-State agency purchaser are set forth in State Finance Law section 163(k). In general, a non-state agency Authorized User is an entity legally permitted to make acquisitions under a centralized contract that is not a state department, office or institution. Examples of Non-State Authorized Users include cities, towns, villages and counties.
323	Solicitation	1.5	8	The definition of "Deliverables" indicates, "For the purposes of this solicitation and resulting contract, a milestone shall mean Deliverable". Please define "milestone".	The definition of "deliverable" has been amended. Please see Section 1.5 of the amended Solicitation.
324	Solicitation	2.12	12	It is stated that all OGS Centralized Contracts will expire on the same date. If a Mini-Bid award is made and the project estimated end date goes beyond the expiration of the Centralized Contract expiration date, will the project still be allowed to continue beyond the expiration date and will the terms and conditions of the centralized contract still be valid?	Yes, as long as the Authorized User Agreement is fully executed prior to the expiration of the centralized contract. Please refer to Section 7.2 of the Solicitation.
325	Solicitation	2.12	12	Will OGS clarify the meaning of responsive and responsible vendors with regard to being offered a contract.	The concepts of responsive and responsible vendors are set forth in State Finance Law section 163(d) and (c) respectively. Responsive means a Vendor that meets the minimum requirements of a solicitation. Responsible means a Vendor with the financial ability legal capacity, integrity and past performance relative to public procurement. Additional information is available at http://www.ogs.ny.gov/procurecounc/pdfdoc/BestPractice.pdf .
326	Solicitation	2.13	11	1) Explain your approach to phasing the award notifications. How do you plan on scheduling awards in each lot? 2) Will agencies hold mini-bids until all awardees are chosen?	1) It is OGS' intent to make awards to all responsive and responsible Vendors. Vendor Submissions that do not require clarifications or additional documentation will be awarded first. Vendor Submission that require clarifications or additional documents will require additional processing time, resulting in a later start date. 2) Authorized Users may issue Mini-Bids as awards are made.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
327	Solicitation	2.13	11	The solicitation says that it is expected that 20% of the Lot1 and Lot2 vendors will be selected in this round, what is the total number of expected vendors for Lot1 and Lot2?	There is not a cap on the number of vendors in each lot. The number of vendors in the lot will be determined by the number of responsive and responsible proposals submitted to OGS during each Periodic Recruitment.
328	Solicitation	2.13	12	If Anticipated award notification begins on 1/29/15; when does OGS foresee phase 2 commencing?	OGS has not yet made that determination.
329	Solicitation	2.13	12	It is stated that the awards will be done in phases. Please provide a definition for the term Phase.	It is OGS' intent to make awards to all responsive and responsible Vendors. Vendor Submissions that do not require clarifications or additional documentation will be awarded first. Vendor Submission that require clarifications or additional documents will require additional processing time, resulting in a later start date.
330	Solicitation	2.13	12	It is stated that the awards will be done in phases. Please further expand on the number of Phases that will be part of each recruitment period	Until Vendor Submissions are received, OGS cannot determine the award cycle.
331	Solicitation	2.13	12	It is stated that the awards will be done in phases. Please further expand on the duration in between each Phase.	It is OGS' intent to make awards to all responsive and responsible Vendors. Vendor Submissions that do not require clarifications or additional documentation will be awarded first. Vendor Submission that require clarifications or additional documents will require additional processing time, resulting in a later start date.
332	Solicitation	2.13	12	OGS intends to award to at least 20% of those proposers whose proposals do not require additional paperwork or clarification in a first phase. Since all of these proposals are apparently equal in that they have necessary qualifications and take no exceptions to contract terms, 1) how does a proposer insure that his/her award is included in Phase 1? Those vendors in this phase would seem to have a significant advantage over other vendors. 2) What is the schedule for subsequent phases?	1) Vendor Submissions that do not require clarifications or additional documentation will be awarded first. 2) Until Vendor Submissions are received, OGS cannot determine the award cycle.
333	Solicitation	2.16	13	Will additional solicitations have the same end date as this original solicitation?	Future periodic recruitments will have distinct timetables for vendor submissions. Additionally, all OGS Centralized Contracts resulting from this Solicitation shall have a co-terminus end date, including those Contracts awarded during any subsequent Periodic Recruitment.
334	Solicitation	2.16	13	If a vendor isn't chosen for this solicitation are they still eligible to respond to other periodic recruitments?	Yes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
335	Solicitation	2.2	9	If bidder submits any extraneous terms or deviations, how will the State identify which terms it deems 'material' or 'substantive'? If such terms are not deemed materia/substantive - will bidder have the opprotunity to further negotiate these terms? Or will the State simply accept the deviations/qualification, as proposed by bidder, or reject them?	As stated in Section 1.1 of the Solicitation, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2 for further details on process and restrictions.
336	Solicitation	2.2	9	Section 2.2 states that all clarifications and exceptions are to be resolved prior ot the submission of the bid. We request that the State consider the following extraneous terms/exceptions, listed below under 'Exceptions' and formatted in accordance with Appendix B, Section 8.	This is not a question.
337	Solicitation	2.2	9	Please clarify whether OGS will entertain exceptions to Appendix B submitted during this First Inquiry and Bid Deviation process.	OGS will accept bid deviations or exceptions during both rounds of inquiries. Please see revised Solicitation Section 2.2. OGS is not accepting any exceptions to Appendix A. Exceptions may be submitted to the Solicitation or Appendix B that are not of a material and substantive nature.
338	Solicitation	2.3	8	Can we get a list of the vendors that signed up for the vendor conference either in person or via WebEx?	This has been posted to the OGS Online Bid Calendar.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
339	Solicitation	2.8	11	<p>If an Original Equipment Manufacturer (OEM) holds this consulting contract and/or a resulting project award, would that preclude the OEM or its independent resellers from competing for the product sale that is associated from that project? Would it preclude resellers from competing for the downstream project under an OEM held master contract?</p>	<p>There are several statutory provisions that might apply under the facts presented. State Finance Law section 163(2) sets forth the operating principle that State procurements must be conducted in a manner that promotes fairness in contracting with the business community. Further, State Finance Law section 163-a, Vendor preparation of specifications for technology procurements; prohibitions, may apply in this instance. Additionally, the Authorized User may have other procurement rules that are applicable to the specific facts. State Finance Law section 163-a is applied on a transactional basis, prohibiting a vendor who prepares and furnishes specifications for a State agency technology procurement to bid on such procurement unless one of the specified exemptions in State Finance Law section 163-a is documented. Based on the information in the question, if Vendor A was engaged to prepare and furnish specifications for a State agency technology procurement, unless one of the specified exemptions in State Finance Law section 163-a is documented, Vendor A would be precluded from the resulting competitive process under State Finance Law section 163-a. Even if one of the exemptions is present, however, the requirements of State Finance Law section 163 may preclude Vendor A's participation in the resulting competitive process. With respect to the second question, because a reseller's authority to sell derives from Vendor A's contract, the preclusion of the Vendor A due to downstream prohibitions would extend to all resellers under that Vendor A's contract for the particular transaction. A reseller's actions are limited by the scope of the vendor's authority because the vendor holds the contract with the Authorized User; resellers do not hold a contract with the Authorized User. Based on the information in the question, if Vendor A is precluded from the resulting competitive process under State Finance Law section 163-a and/or State Finance Law section 163(2), Vendor A's resellers would also be precluded from the resulting competitive process under State Finance Law.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
340	Solicitation	2.8	11	We request authorized user to indicate any downstream prohibition clause in the initial solicitation so vendors can decide whether or not to pursue projects that have the prohibition clause.	Please see amendment to Attachment 5 requesting that the Authorized User identify any known downstream prohibitions.
341	Solicitation	2.8	11	Will a contractor awarded this contract automatically be precluded from a future contract for the acquisition of equipment, software and services? Can you provide additional details on the downstream prohibition and conflict of interest?	<p>There are several statutory provisions that might apply under the facts presented. State Finance Law section 163(2) sets forth the operating principle that State procurements must be conducted in a manner that promotes fairness in contracting with the business community. Further, State Finance Law section 163-a, Vendor preparation of specifications for technology procurements; prohibitions, may apply in this instance. Additionally, the Authorized User may have other procurement rules that are applicable to the specific facts. State Finance Law section 163-a is applied on a transactional basis, prohibiting a vendor who prepares and furnishes specifications for a State agency technology procurement to bid on such procurement unless one of the specified exemptions in State Finance Law section 163-a is documented. State Finance Law section 163-a does not provide for an automatic prohibition. It applies on a transactional basis. It prohibits a vendor who prepares and furnishes specifications for a State agency technology procurement to bid on such procurement, unless specified exemptions are documented. Even if one of the exemptions is present, however, the requirements of State Finance Law section 163 may preclude Vendor A's participation in the resulting competitive process. Additional information on conflicts of interest can be found in State Finance Law section 163(2), which sets forth the operating principles of State procurement, and in the procurement rules of the Authorized User.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
342	Solicitation	2.8	11	This section indicates that there "may" be a downstream prohibition and that the contractor and authorized user should review this "as the project progresses" among other times. Many vendors might choose not to respond when faced with this possibility, but if it gets decided during the performance of the contract, that is too late. Can provisions be made that the decision is made before the release of the mini-bid? Also, who will make this downstream determination, the Authorized User or OGS? What are the specific criteria used to make the determination?	Please see amended Attachment 5 and Attachment 6 whereby the Authorized User has been instructed to identify known downstreaming issues. Downstreaming issues are governed by several statutes, including State Finance Law section 163(2) and 163-a, and such decisions are made by the Authorized User.
343	Solicitation	2.8	11	Please clarify. Are these types of conflicts currently defined by the State? If not, please provide an example of how such conflicts can be prevented by Authorized Users and Contractors exploring these issues during pre-award negotiations and on-going reviews.	Yes. Please see State Finance Law section 163-a and section 163(2) for additional information on the statutory prohibitions. Non-state agency Authorized Users may have additional statutory prohibitions.
344	Solicitation	3	12	Suppose a vendor qualifies for Lot 2 but is too large for Lot 1, will they be allowed to subcontract to a qualified Lot 1 vendor? In general can awardees subcontract to each other?	Yes, but there are restrictions. Please see Section 5.8.3.
345	Solicitation	3	13	At the pre-bid conference, OGS mentioned that Prime Contractor Time and Materials contracts could be cited to meet the minimum qualifications for a specific lot. Will OGS confirm that to be the case?	Confirmed. Please see Section 3.1 of the amended Solicitation.
346	Solicitation	3	13	Can we include capital construction projects where we were a sub-contractor to an AE firm and held the comprehensive and primary responsibilities for IT related work?	No, capital construction contracts are specifically excluded from both the scope of this solicitation and as proof of compliance with requirements 1, 2 and 3 for all three (3) lots.
347	Solicitation	3	13	The solicitation states, "IT projects that may be used to document the award of IT projects as a Prime Vendor (as required in Section 3.1) shall not include any of the categories of projects set forth in section 1.3 Out of Scope Work." Will NYS consider revising this definition of IT projects to allow use of all 1.2 In-Scope Projects as well as projects with relevant IT scope that were performed on a time and materials basis? For example, a data conversion project (which is in-scope per 1.2) would count as an IT project whether completed on a time and materials or firm fixed price basis.	Please see Section 3.1 of the amended Solicitation as updates have been made. While time and material projects and pricelist can be used to meet qualifications, they are not in-scope for this centralized contract. In addition, If the fixed price contract currently in place had a backup matrix which included hourly rates to support the fixed price as part of its submitted proposal, or if the contract has additional time and material rates in addition to the fixed price budget, then this could be used as price justification of a governmental contract. If not, then this contract could be used to support minimum qualification # 3 for the specific Lot, but not as price justification for Attachment 2 - Financial Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
348	Solicitation	3	15	We believe that vendors will generally be unable to agree to the most favored nation provisions found in these sections because such provisions are unenforceable due to non-comparability of terms – particularly in this case where a master agreement is being established broadly without the context of any specific project effort (e.g., maximum hourly rates are established for broad categories of services). We believe that given the subsequent Tier 2 competitive procurements, the State should be reasonably confident that it is obtaining very competitive pricing for the required services within the context and constraints of that specific project. We therefore propose removing these Sections from the resulting Contract. <This question also applies to Appendix B, Sections 17f and 17g>	OGS respectfully declines to make the requested amendment.
349	Solicitation	3	15	We reaffirm our position that the most favored nation provisions in the RFP should be removed. Our firm, like other consulting firms with whom we have and continue to partner with on government and commercial projects, does not track the information necessary to determine compliance since the administrative cost of doing so would be prohibitive to our customers including the State. We are committed, as we have been for several decades, to providing high quality services to the State at a price that balances the various project factors with the terms and conditions of the underlying agreement. Should the State feel compelled to retain a best price provision, we propose replacing the referenced provisions with the following: “The Contractor shall use commercially reasonable efforts to provide the State and the Authorized User with competitive pricing, (taking into consideration the terms, warranties, and other provisions of the Contract) throughout the term of the Contract and for any Mini-bid awarded under the Contract.” <This question also applies to Appendix B, Sections 17f and 17g>	OGS respectfully declines to make the requested amendment.
350	Solicitation	3.1	13	Will NYS recognize Veteran Owned Small Business (VOSB)?	A New York State Small Business is defined in State Finance Law section 160(8). An interested vendor must meet those requirements in order to be eligible for Lot 1. New York State has recently signed into law a certification program for service-disabled veteran-owned businesses. Additional information is available at http://veterans.ny.gov/business .
351	Solicitation	3.1	13	Lot 2 currently specifies a minimum of 4 IT projects as a Prime Vendor. Will NYS consider reducing the minimum number of IT projects for MBE/WBE vendors?	Please see amended solicitation section 3.1.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
352	Solicitation	3.1	13	Is the MWBE/SBE requirement only for Lot 1 or does it apply to Lots 2 & 3 as well?	Participation in Lot 1 is limited to those Vendors that have been certified as a New York State Minority or Women Business enterprise or who meet the definition of a New York State Small Business. The provisions of section 5.15 of the solicitation apply to Lots 1, 2 and 3.
353	Solicitation	3.1	13	RESERVED	RESERVED
354	Solicitation	3.1	13	Under the conditions of qualification here, it is not possible for any entity that has not already been a prime on NYS contracts to become a prime on NYS contracts. Is this OGS' intent? Or is there a route for a new vendor to enter into contracts that we are not seeing?	The definition of governmental entities, as found in Section 1.5 of the Solicitation, is not restricted to NYS government entities.
355	Solicitation	3.1	13	For respective LOTS, Section 3.1 requires vendors to document IT projects with government entities as a Prime Vendor. The RFP states that proposers can use the same IT project for multiple lots as long as it meets the Lot requirements. Can a proposer use the same government entity, but separate projects, to meet minimum qualifications for the LOT they are applying for ?	Yes.
356	Solicitation	3.1	14	Does a qualifying project for Lot 2 need to be deliverables based, and not hourly based? i.e. discretionary project based work paid on an hourly basis. Discretionary work is typically project work but compensated on an hourly basis.	A qualifying project can be either deliverable or hourly-based.
357	Solicitation	3.1	14	Can the minimum contract threshold of \$25,000 per project for Lot 1, \$200,000 per project for Lot 2, \$1,000,000 per project for Lot 3 be met with either time and materials or fixed price projects as long as vendor has acted as the Prime?	Yes. Please refer to the amended Solicitation Section 3.1 Minimum Requirements
358	Solicitation	3.1	13 - 14	We request to broaden the minimum qualifications to also include subcontracting experience, not just prime vendor experience. In many cases, the value and responsibility associated with subcontracts is actually significantly higher than those of smaller prime contracts. Further, the requirement of having experience as a prime vendor to be able to become a prime vendor represents a catch-22 situation. There must be a way for subcontractors to advance to prime vendors, and we believe that a general solicitation for project based IT services (especially one that includes a small project category) does not have to be exclusive of subcontractors to accomplish its objectives. We respectfully ask that vendors are evaluated based on actual experience and past performance rather than how they were formally categorized on previous projects.	Please see Section 3.1 in the amended solicitation. OGS will still require Prime Contracting experience for one of the qualifications in each of the three (3) lots.
359	Solicitation	3.1	13-14	Under the standards of this RFP, how can a vendor progress from Lot 1 to Lot 2, or Lot 2 to Lot 3, working only for NYS government?	The minimum qualifications set forth in the amended Solicitation Section 3.1 are not limited to NYS Governmental entities. Please see the definition of Governmental Entity in Section 1.5 of the Solicitation. As noted in Solicitation Section 2.16, there will be additional periodic recruitments whereby a vendor can apply for additional Lots.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
360	Solicitation	3.1	15, Lot 3	Will OGS consider awards of large Federal IDIQ/GWAC contracts with contract ceiling values greater than \$1M as valid project citations?	The awards of these contracts do not meet the qualifying criteria, however task orders under these contracts which meet the qualifying criteria may be used.
361	Solicitation	3.1		Please define a New York State Small Business.	The definition of a New York State Small Business is set forth in State Finance Law section 160 (8). It provides that a "small business concern" or "small business" means a business which is resident in this state, independently owned and operated, not dominant in its field and employs one hundred or less persons. Please see Section 3.1 of the amended Solicitation.
362	Solicitation	3.4	14	The solicitation asks for GSA schedule as proof of reasonableness of price. We currently have contracts with New York City that are using our GSA schedule. Will Authorized Users be allowed to get quotes under both GSA and this contract or will they have to choose one? Will New York State encourage the use of this contract over GSA for NY based projects?	New York State Finance Law section 163(4) sets forth the purchasing priorities for State agencies. First priority is given to the preferred source offerings, if any. Second priority is given to centralized contracts, provided such contract meets the purchasers "form, function and utility." If it does not meet the "form, function and utility", third priority is given to agency specific and multi-agency contracts and fourth priority is given to other means of contracting, such as piggybacks. Non-state agency Authorized Users are governed by different laws.
363	Solicitation	3.4	15	Would like to confirm this means we can submit commercial non-governmental pricing examples for contracts. After attending the pre-proposal conference my impression was that non-governmental pricing could not be referenced	Non-government commercial customer pricing is explicitly prohibited as an example of acceptable comparison pricing. Please see Section 3.4 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
364	Solicitation	3.4	15	<p>This type of provision presents a variety of challenges for vendors that could limit the type and number of vendors who participate in the RFP process. It also does not provide OGS with any additional benefit, as vendors are already incented to provide reasonable, attractive pricing in order to be competitive and win business. Because projects are all unique, pricing for one project versus another can never be done on an apples-to-apples comparison basis. Requiring vendors to demonstrate reasonableness of pricing through reference to other projects by providing invoices or agreements with other customers will violate confidentiality obligations with those customers and/or disclose sensitive vendor confidential information. An authorized user will know to a large degree if the price is reasonable based on the bid process and comparing the pricing received by the participating vendors. The RFP states that Reasonableness of Cost means that for a specific project, the vendor is offering its most favored pricing to the NYS Authorized User when compared to the pricing offered other best customers for similar projects (for example dollar value, length of project, scope, or other measure). The language used is so vague that there is no way for a vendor to determine whether it is in compliance and it does not provide OSG with a meaningful benchmark. If OSG requires that a description of Reasonableness of Cost be included in the contract, and that vendors agree to demonstrate the reasonableness of the pricing for a specific project, then please consider revising the provision as follows: An Authorized User will be required to demonstrate reasonableness of cost for all projects.</p> <p>“Reasonableness of Cost” means that for a specific project, the vendor is offering similar pricing to the NYS Authorized User when compared to the pricing offered to other similarly situated domestic state or local governmental entities for similar projects (such as dollar value, length of project, scope, complexity, or other measure) under similar terms and conditions. Reasonableness of Cost may be demonstrated (1) by referencing similar projects for other similarly situated customers (similar dollar value, length of project, scope, or other factor) by providing copies of invoices, agreements, or other documentation as determined by the vendor; or (2) by indicating the number of hours estimated for the project and how this estimate is reasonable as chosen by the vendor (such as based on similar projects); or (3) by such other means as determined by vendor. In addition, vendors must certify that they are providing similar pricing for similar skill sets to all contract users.</p>	<p>OGS respectfully declines the requested amendment as we are obligated to determine reasonableness of price in order to award an OGS contract.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
365	Solicitation	3.4	15	Reasonableness of Price- for the majority of large 1st tier vendors, most which have many engagements scattered throughout the US and beyond, it may not be practical or possible to be able to track rates "at or below rates offered to other Government customers" and then provide documentation that in most cases would be confidential information, to support these rates. A possible alternate approach would be to benchmark the proposed rates against GSA or another NY State contract and then describe any reasons for deviations. Would OGS be opened to such an alternate approach?	OGS respectfully declines the requested change.
366	Solicitation	3.4	15	The specific "Most Favored Nation" (MFN) requirement in the solicitation was strengthened after the Request For Comment Solicitation #22772 was issued on July 9th, ref Section 8.12. The state is soliciting fixed priced deliverable based contracts on a specific scope unique to New York. The state will choose a vendor based on, among other things, the costs proposed in relation to the work performed. As such, we respectfully suggest that the "reasonableness" of pricing be demonstrated by the fixed price cost proposed for the work and deliverables at issue. MFN provisions are difficult to quantify or ascertain given the lack of similarity between work assignments as it is rarely possible to determine or certify that one engagement should be priced comparably to another. The MFN requirement is especially onerous for large, established, and proven public sector IT service providers. This requirement may limit vendor participation in this procurement, especially by large, proven firms. MFN is not in the best interest of the state. We respectfully request that this requirement be removed.	OGS respectfully declines to make the requested amendment.
367	Solicitation	3.4	15	We held a previous NYS OGS Contract (CMSXXXX) that sunsetted in 2102 - can this rate sheet be used?	OGS will not confirm acceptability of specific contract rate sheets. Please refer to Section 3.4 of the Solicitation.
368	Solicitation	3.4	15	Explain "Most Favored Nation" pricing.	Please refer to Appendix B section 17 for additional information regarding most favored nation or best pricing offers.
369	Solicitation	3.4	15	Provide the definition of Most Favored Nation Pricing.	Please refer to Appendix B section 17 for additional information regarding most favored nation or best pricing offers.
370	Solicitation	3.4	15	The Solicitation states: Vendor must submit its Most Favored Nation pricing. Question: What does OGS consider to be Most Favored Nation pricing? Can vendors assume that it means pricing for similarly situated customers buying similar services in similar volumes under similar terms and conditions?	Please see Appendix B Section 17 for information regarding most favored nation/best pricing offer requirements.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
371	Solicitation	3.4	15	Please confirm, as stated in the pre-bid conference, that the "Most Favored Nations" pricing requirement will be revised to be limited to U.S. public sector customers with similar terms and conditions only and will not apply to other commercial or private sector customers.	Please see Section 3.4 of the amended Solicitation. See also Appendix B section 17(f).
372	Solicitation	3.4	15	Do the proposed hourly rates need to be at or below ALL contract submitted as demonstration of reasonableness of price? For example, if a contract that is submitted is 5 years old and therefore reflects rates that are not current, does our proposed hourly rate have to be equal to or lower than this older rate? And if not, how much higher can it be for the State to determine that the proposed rate is "reasonable?"	The proposed hourly rates need to be at or below ALL contracts, regardless of the year of the contract, submitted as demonstration of reasonableness of price.
373	Solicitation	3.4	15	Section 3.4, Page 15 requires vendors to demonstrate that the rates offered NYS are at or below rates offered to other Government customers. Comparison of rates for T&M contracts is straightforward, but this solicitation is for a fixed price project so the vendor rates for services will vary based on factors such as scope, location of services, duration, degree of risk, etc. How does NYS envision that vendors will provide comparable fixed price pricing and adequately demonstrate most favorable pricing?	All contracts require hourly rates with price reasonableness verified by NYS. These rates are not to exceed and the fixed deliverable pricing will be based on these not to exceed rates (rates used for the fixed price proposal may be lower). The competitive mini-bid as issued by individual Authorized Users of the resultant contract(s) will demonstrate the most favorable pricing at the transaction level.
374	Solicitation	3.4	15	While it is clear that T&M Contracts are out of scope, can a T&M contract with a NYS Agency be submitted as part of our demonstration of reasonableness of price?	Yes.
375	Solicitation	3.4	15	Do you require the entire government contract to be submitted as a price comparison?	Yes.
376	Solicitation	3.4	17	Will OGS consider expanding the definition of "Reasonableness of Price" to include similarly situated services, quantities, locations, and features that when taken as a whole are comparable to the services that NYS purchases?	OGS respectfully declines to make the requested amendment.
377	Solicitation	3.6	15	VendRep. Will End Users be allowed to require additional responsibility documentation (i.e., NYC Vendex) as a condition of mini-bid award or use of this OGS vehicle?	Yes. However, a vendor is not compelled to agree to the additional responsibility requirements. Please see CL-698 for more information at http://nyspro.ogs.ny.gov/sites/default/files/DoingBusinessWithNYCAgencies_5.12.2008.pdf .
378	Solicitation	4.1	18	Do you require us to include an electronic submission within each hard copy submission packet?	Yes, however, please review Section 4.1.3 of the amended Solicitation.
379	Solicitation	4.1	18-19	The list of documents required for submission does not include the notarized form that is on pp. 1-2 of the main solicitation document. Please confirm that this form needs to be included, how many copies need to be included, and whether a scanned copy needs to be included with the electronic submission.	This form needs to be included. Please see Section 4.1.3 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
380	Solicitation	4.7	21	Will OGS consider modifying the proposal validity date to 120 days or a shorter period than 270 days as this is longer than seen with other government bids and may cause Contractors to limit the skill sets included in the bid that are subject to change within a shorter time frame?	OGS agrees to modify the proposal validity date period for the centralized contract submission to 180 days. Please see Section 4.7 of the amended Solicitation.
381	Solicitation	5.11	28	Contractors Annual Employment Report. Please confirm that the amount payable under the contract for work by employees in a particular employment category is not applicable to this contract because all SOWs will be fixed price and allocation of work to particular employment categories would be estimates at best.	These reporting provisions apply. See State Finance Law section 163(4)(g) for the statutory requirement. There is no exemption for fixed fee consulting services.
382	Solicitation	5.11	29	Vendor does not generally disclose this information to customers. Vendor requires an NDA in place before it can disclose such information.	Section 5.11 sets forth New York State statutory requirements imposed on certain consultant and services contractors. If a vendor does not provide the information in the form and manner required by law, it is not eligible for award. Such information is available under the Freedom of Information Law. NDA requirements cannot be imposed by a Vendor.
383	Solicitation	5.11	30	Since this is a fixed price contract, is the information above required (# of employees employed, number of hours, total compensation)?	Yes, these reporting provisions apply. See State Finance Law section 163(4)(g) for the statutory requirement.
384	Solicitation	5.13	30	Please reference the Federal funding contract clauses that will be included if a project requires federal funds.	The Authorized User will identify such federal funding clauses within the parameters defined in Section 5.13 of the Solicitation.
385	Solicitation	5.13	31	Federal Funding. Will the federal funding requirements and flow downs be identified in the mini-bid phase prior to SOW award?	The mini-bid template has been amended to provide that the funding requirements, federal or otherwise, must be identified by the Authorized User in the mini-bid phase prior to SOW award. The term "flow downs" as posed in this question is too vague for OGS to provide a response.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
386	Solicitation	5.14	30	<p>Solicitation Language: Unless otherwise agreed to in writing, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to OGS, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by law to OGS.</p> <p>Question: Contractors have established policies in place for their general business, and most policies will not include language as requested above. The vendor can take the responsibility of complying with the notice request, but the policy language cannot be modified. Will OGS modify this clause to say that vendors will endeavor to provide at least thirty (30) days prior written notice to OGS of any policy that is canceled, materially changed, or not renewed (and which is not replaced with a substantially similar policy)?</p> <p>Solicitation Language: Bidder and Contractors shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Not less than thirty (30) days prior to the expiration date or renewal date, Bidder and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements.</p> <p>Question: Most renewals are not completed 30 days prior to expiration of a policy. Vendors can provide renewal certificates as soon as practicable after renewal. Will OGS modify this clause to say that vendors will promptly provide updated replacement Certificates of Insurance upon request and no later than three (3) business days following expiration or renewal of existing policies?</p>	<p>Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested changes.</p>
387	Solicitation	5.14	30	<p>Please consider revising the first sentence of the last paragraph of 5.14 on page 30 of 77 be amended as follows, "Vendor and Contractors shall deliver to OGS certificates of insurance as evidence of such policies ."</p> <p>Rationale: Industry standard practice is to provide the ACORD Certificates of insurance, or the other proof required for the Work Comp and Disability insurance. It is not standard for either the contractor or the insurance company to provide the entire policy document which is considered proprietary and confidential, which is why the Certificate of Insurance is widely recognized as proof of coverage. Consistent with industry practices our company will not allow release of the entire insurance agreement.</p>	<p>OGS respectfully declines the requested change.</p>
388	Solicitation	5.14	30	<p>Please clarify that this section is intended to apply to the OGS Centralized Contract. Normally, insurance certificates are provided in response to a specific scope of work, i.e., a Mini-Bid award and then only if so required by the Mini-Bid SOW.</p>	<p>This section applies to the OGS Centralized Contract, all mini-bids issued against the Contract, and all subsequent contracts executed against the Contract.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
389	Solicitation	5.14	33	Insurance – some of the provisions will require adjustment to either correct terminology or better align with the particular policies of a larger global organization that support the levels OGS is seeking. Example, for such an organization it would not be practical for one client to have approval rights on the insurance deductibles. Additionally, Business Automobile Liability Insurance does not include the term "Comprehensive", the E&O insurance is by "claim" and not "occurrence". Some CGL requirements would not be covered and should not be needed for an IT services or consulting engagement, examples being coverage for "Independent contractors" and "explosion". Also, most insurance carriers will not agree to provide certificates 30 days in advance of renewals. Would OGS consider changes to the insurance provisions to address issues of this nature?	1) OGS has removed the word "Comprehensive" from the Business Automobile Liability section of the Solicitation. 2) OGS has corrected the references to "claim" with regards to the Technical Errors and Omissions Coverage and removed the term "Professional" as it pertains to the title of Technical Errors and Omissions coverage. 3) OGS respectfully declines all other requested changes.
390	Solicitation	5.15	37	Are the MBE/WBE goals required to be satisfied for each mini-bid, or is the contractor able to satisfy the goals based on the total aggregate annual work completed during the year (20% of each project budget versus 20% of the total annual sales completed).	MWBE goals will be established and monitored individually by state agencies for each State Agency (as defined in section 5.15) mini-bid and will not be aggregated.
391	Solicitation	5.15	38	Section 5.15 states that the bidder must submit a staffing plan on Form EEO 100. However, as this is a centralized contract the staffing plan is unknown at this time. Please confirm that this form is required. If required, what staffing plan should we include?	Yes, the EEO 100 must be submitted. In pertinent part, the form instructions state "Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's total work force, the Offeror shall complete this form for the contractor's total work force."
392	Solicitation	5.16	39	Because of the nature of the deliverables that may be supplied under this contract, we recommend that 'orders shipped and invoiced' be changed to 'items invoiced'. It is possible that invoices may apply to things 'not shipped' and it is also possible that a deliverable may be 'shipped' but not invoiced until approved, which might not be in the same quarter as shipping. This would eliminate confusion and potential double-counting.	Please see Section 5.16.1 of the amended Solicitation.
393	Solicitation	5.17	39	Proposer believes that a successful vendor should be properly compensated for any services it is required to provide in connection with SFS procurement functionalities.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
394	Solicitation	5.17	39	If Contractors are required to integrate into SFS and can demonstrate significant financial impact, will OGS agree to allow for appropriate cost recovery through a new charge or adjustments to the not-to-exceed pricing submitted?	OGS respectfully declines the requested change.
395	Solicitation	5.17	39	As Contractor-hosted punch-out catalogs are not applicable to fixed price deliverable based services contracts, will OGS confirm that this section is not applicable or clarify the extent to which it is relevant?	This section is applicable as the NYS price lists will be included these catalogs.
396	Solicitation	5.18	39	Proposer requests an explanation regarding the intent of this section and how it applies to both the contract and mini-bid process.	This Section is intended to accommodate automated and potential workflow systems to streamline the mini-bid process under the resultant contracts, i.e. how an Authorized User transmits mini-bids to Contractors and how the Contractors can potentially respond to mini-bids. Please note that the response to this question shall not limit any of the State's rights under Section 5.18 of the Solicitation.
397	Solicitation	5.2	21	Section 5.2 states Appendix B is expressly made part of the Solicitation. After reviewing Appendix B, several provisions do not appear appropriate for a Consulting contract, for example, Section 16, Products Manufactured in Public Institutions. Because it is unclear how these and other provisions will apply in the context of the proposed consulting, how does OGS anticipate addressing concerns about terms and conditions that are not applicable to consulting services?	Section 2.2 of the Solicitation set forth the process to follow to raise questions, concerns, exceptions, etc. to the solicitation terms. Also, please see amendments to Appendix B.
398	Solicitation	5.21	40	Section 5.21 Price Adjustments describes a process for adjusting prices. This process is logical in the context of time and materials / rate based contracts, but less logical for fixed fee projects. The industry standard for fixed fee projects is such that a change to price could be triggered at any time based on a change in scope and would only be addressed through a project change management process. Please clarify how section 5.21 relates to fixed fee projects and perhaps provide an example(s) of triggering events for price changes.	Section 5.21 applies to each Contractor's proposed price list and the individual job titles and hourly rates contained therein. These job titles and hourly rates will act as the financial basis and quoted total for each deliverable under a given mini-bid.
399	Solicitation	5.3	24	Please clarify what 'portions' of the Vendor Proposal and Solicitation are intended to be included in the final contract. Normally these documents would be included in their entirety to assure full context is available and applicable to any subsequent contract issue.	The determination of the applicable portions that will be incorporated into the final contract is dependent on whether a Vendor is determined to have submitted a responsive bid for each lot. Examples of portions of the solicitation that will not be included in the final contract include, but is not limited to, Attachment 4 and Attachment 7.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
400	Solicitation	5.3	25	Proposer requests that neither Vendor's Submission nor the Solicitation be included in the final contract unless mutually-agreed upon by both parties during the post-award contracting process with respect to a specific project.	OGS respectfully declines the requested change. Further, as stated in section 1.1 of the solicitation, these centralized contracts will establish a set of standardized terms and conditions. OGS reiterates there will not be one-on-one negotiations with Vendors.
401	Solicitation	5.4	26	Vendor proposes that in the event of a conflict among the Contract documents, the following is the order of precedence: A. The Contract executed by Contractor and OGS; B. Appendix A, Standard Clauses for New York State Contracts; C. Appendix B, General Specifications; D. Other Appendices; and E. Authorized User Agreements or purchases made between an Authorized User and the Contractor.	OGS respectfully declines the requested change.
402	Solicitation	5.6	25	There are numerous references to "Product" or "product" throughout the RFP and Appendix B that in some instances refer to Licensed Software, third party manufacturers, etc.; however, RFP Section 1.3 specifically excludes hardware, COTS or pre-existing software and other items typically considered to be "products." Please clarify this so as to eliminate ambiguity in the final contract.	Please see amendments to Appendix B.
403	Solicitation	5.6	26	Proposer believes that changes made to Appendix C after the award of a contract should be subject to mutual agreement between the successful vendor and OGS.	OGS respectfully declines the requested change.
404	Solicitation	5.8	27	RFP states "The Contractor shall require that the Subcontractor must pass through all terms and conditions of the Contract, including but not limited to Appendix A, to any lower tier subcontractors." This requirement may be overreaching since many of the Ts and Cs in the contract would not apply to many subs given the scope that a particular subcontractor is being asked to perform. This may put many potential subcontractors in a position where they cannot comply and therefore not participate in the engagement or it may require them to be exposed to unnecessary risk. An example would be small or MBE subcontractors in a staff supplemental role. Will OGS consider modifying this requirement and allow the prime to determine which t&cs to flow down?	Please see amendments to section 5.8 of the Solicitation.
405	Solicitation	6	41	Is there any limit on the number of contracts an authorized user can issue a company qualified in Lot 1? If so, what is the limit?	An Authorized User may not conduct direct purchasing with a vendor. Also, there is no contractual limit to the number of awards a successful vendor may receive through the competitive Mini-Bid process under this Solicitation.
406	Solicitation	6.1	41	What mechanism will be used by Authorized Users to inform vendors of upcoming mini-bids?	At the inception of the resultant contracts, it is expected e-mail notifications will be the primary mechanism. However, please also see Section 4.9 of the Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
407	Solicitation	6.1	41	Acceptance. Will the SOWs have clear acceptance criteria? Will Contractors be permitted to negotiate the substantive provisions of mini-bid SOWs with regard to terms like Acceptance, etc.?	The Solicitation has been amended to clarify that if the SOW does not set forth an acceptance procedure, then the provisions of Appendix B Section 66 apply. Acceptance is defined in Appendix B.
408	Solicitation	6.1	41	If more-detailed acceptance criteria will not be incorporated into the RFP, please confirm that the solicitations at the mini-bid stage will include detailed acceptance criteria, in Section 2, Detailed Project Scope, for example.	The Solicitation has been amended to clarify that if the SOW does not set forth an acceptance procedure, then the provisions of Appendix B section 66 apply. Acceptance is defined in Appendix B. Negotiations may occur, however please see Solicitation Section 5.4 Conflict of Terms and Appendix B section 28 for limitations.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
409	Solicitation	6.1	42	Downstreaming. We understand that the down-streaming prohibition would be applicable on a SOW-by-SOW basis. If, for example, an OEM wins an award for a consulting mini-bid with a downstreaming prohibition, would all of the OEM's resellers be prohibited from bidding on downstream opportunities under that OEM's prime HW/SW contract? (Also Section 2.8, page 11)	There are several statutory provisions that might apply under the facts presented. State Finance Law section 163(2) sets forth the operating principle that State procurements must be conducted in a manner that promotes fairness in contracting with the business community. Further, State Finance Law section 163-a, Vendor preparation of specifications for technology procurements; prohibitions, may apply in this instance. Additionally, the Authorized User may have other procurement rules that are applicable to the specific facts. State Finance Law section 163-a is applied on a transactional basis, prohibiting a vendor who prepares and furnishes specifications for a State agency technology procurement to bid on such procurement unless one of the specified exemptions in State Finance Law section 163-a is documented. Based on the information in the question, if Vendor A was engaged to prepare and furnish specifications for a State agency technology procurement, unless one of the specified exemptions is documented, Vendor A would be precluded from the resulting competitive process. Even if one of the exemptions is present, however, the requirements of State Finance Law section 163 may preclude Vendor A's participation in the resulting competitive process. Based on the information in the question, because a reseller's authority to sell derives from Vendor A's contract, the preclusion of Vendor A due to downstream prohibitions would extend to all resellers under Vendor A's contract for the particular transaction. As a reseller does not hold its own contract for the provision of hardware or software, the reseller's actions are limited by the scope of the Vendor A's authority and hence, Vendor A's resellers would be subject to the State Finance Law section 163-a and/or 163(2) the same as Vendor A.
410	Solicitation	6.1	42	With regard to knowledge transfer, please confirm that ownership of deliverables will be determined on a case-by-case basis in a SOW, and contractor will retain ownership of all pre-existing contractor intellectual property.	The ownership of deliverables is governed by Appendix B section 68. Please see amended language.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
411	Solicitation	7.1	42	If a bidder has qualifications in both lot 2 and 3 can they submit a proposal for both lots? If not what is the process for moving between lots 2 and 3 to receive contracts for both lots?	Yes, a Vendor can provide a Submission for multiple Lots, but a separate and distinct Vendor Submission is not required. A Vendor providing a Submission for more than one Lot would be required to complete all applicable tabs within Attachment 3 - Technical Submission for each Lot proposed and submitted all required documentation.
412	Solicitation	7.1	45	Section 7.10 indicates all resources must be local. Can you please clarify OSG's definition of local?	Solicitation Section 7.10 does not indicate that all resources must be local.
413	Solicitation	7.1	46	Just to clarify, if we have a consultant traveling from NYC to Albany to perform the services for an authorized user, you are then requiring vendors to bundle travel, meals and lodging into their hourly rate. However Attachment 02 explicitly asks for Proposed NTE Contract Price (exclusive of travel). Our proposed rates will include travel and living expenses for a few job titles and not for others. Is that OK? If proposed hourly rates include travel and living expenses for a few job titles and not for others then how do you plan on evaluating proposals based on rates furnished in the submission?	All Attachment 2 - Financial Submission proposed hourly rates are exclusive of travel. When provided for in the Mini-Bid and resultant Authorized User Agreement, the State or Authorized Users may reimburse travel expenses. All rules and regulations associated with this travel can be found at http://osc.state.ny.us/agencies/travel/travel.htm . In no case will any travel reimbursement be paid that exceeds these rates. All travel will be paid only as part of a deliverable specified within the Authorized User Agreement and must be billed with that associated Invoice with receipts attached. Please refer to amended Solicitation Section 7.10 Travel, Meals and Lodging and Attachment 2 - Financial Submission.
414	Solicitation	7.1	46	Proposer has special insurance and pricing arrangements with two major rental car agencies and requests that the requirement of providing 3 price quotes be reduced to 2 price quotes.	OGS respectfully declines the requested change.
415	Solicitation	7.11	46	It is common in fixed-price contracting for an initial payment to be made at contract-signing. What percentage will the State entertain?	OGS respectfully declines to make the requested amendment.
416	Solicitation	7.11	46	After receipt of acceptable deliverable, how many days will it take to receive payment?	Please see Appendix B Section 51 for information on prompt payments.
417	Solicitation	7.3	42	If the Authorized User requests additional work which falls "outside the scope of work", is a change order acceptable to complete the tasks?	No.
418	Solicitation	7.3	42	If the Authorized User requests additional work which falls "outside the scope of work", is a change order acceptable to complete the tasks?	No. Out of scope work is prohibited under the contract.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
419	Solicitation	7.3	42	Request that this section be deleted or modified to indicate, as the title indicates, that all change orders should be mutually agreed to. Also suggest that the solicitation be amended to included a Changes clause applicable to transactions. That process should be along the lines of Appendix C, Contract Modification Procedure, to the extent changes are subject to mutual agreement of the parties.	Please see amendments to Attachment 9 - No Cost Change Request Template.
420	Solicitation	7.3	42	How is the reasonableness of a No Cost Change determined and how will conflicts over cost impact be handled?	This will be addressed at the Authorized User level. The Authorized User and the Contractor both must agree to the details of a No Cost Change request.
421	Solicitation	7.3	43	The requirement implies the decision as to whether a requested change will materially change the scope is entirely up to the Authorized User. What is the process to discuss the requested change to determine if the change is mutually reasonable by both parties.	Attachment 9 - No Cost Change Request Template has been updated to reflect that approval of the change request is required from both the Authorized User and the Contractor.
422	Solicitation	7.3	43	Proposer believes that any amendment to a fixed price deliverable should be mutually-agreed upon by the parties.	Please see amendments to Attachment 9 - No Cost Change Request Template.
423	Solicitation	7.3	43	No Cost Change Request – the OGS right to modify Deliverables for non material changes is fine in its spirit, however it could be very onerous in practice. Although it is anticipated that projects may have many no cost changes, the right for OGS to make that determination could drive vendors to add extra contingency to cover the risk. There are cases where OGS may view a change as "not materially" but may actually be expensive for a vendor to implement. Would OGS consider removing this clause and leaving negotiation of changes clauses to the Mini-bid where the risk of implementation can be better evaluated?	The ability to make a no cost change request is vested with the Authorized User. Hence, the decision making is conducted at the mini-bid level.
424	Solicitation	7.3	43	This section seems as though it is likely to lead to disagreements between the Authorized User and the Contractor. Who will determine whether a particular request represents a material change in the scope of a deliverable? Given the fixed price nature of the contract and the inability of the AU to allocate additional funds as "additional tasks" are identified, there will be pressure on the AU to ask for those tasks at no cost regardless of their materiality. If the contractor can reallocate resources from another task, he/she may do so with unknown effects on project quality. If the Contractor cannot reallocate resources, project progress may be significantly impeded as the disagreement is resolved. We would like to see this section reconsidered and AUs encouraged to avail themselves of the Section 7.4 Enhancement Budget for unknown "additional tasks" as the enhancement budget is intended to be used.	While OGS respectfully declines this requested amendment, please see amendments to Attachment 8 - Enhancement Request Template.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
425	Solicitation	7.4	43	Enhancement Budget. 1) Please explain what impact the 10% Enhancement Budget restriction will have on change requests. 2) If the End User and the Contractor agree to an expanded scope, can they mutually agree to Change Requests with a price impact greater than 10% if the total contract amount does not exceed 10% over the \$7.5 million threshold for Lot 2 or \$25 million threshold for Lot 3? For example, could an SOW for \$1 million have a change request for \$200,000?	The Authorized User must elect to include an enhancement budget provision as part of the Mini-Bid, in order to use this option. 1) The impact can only be determined by the Authorized User and the Contractor in relation to the project. 2) No, the Enhancement Budget cannot go over 10% of the total Awarded Project Cost.
426	Solicitation	7.4	44	It is stated that an Authorized User is permitted to include an enhanced budget, not to exceed 10% of the original budget and not to exceed the Lot threshold from which the award was made. If it is determined and agreed by both parties that either or both of the above are exceeded, how does the project proceed?	This is specifically prohibited under this Solicitation and cannot be undertaken under this contract model.
427	Solicitation	7.4		Can you more fully explain the change order percent? For example, under Lot 1, to include the 10% change order amount, BUT, keep it within the 200k, does this mean the maximum price we can bid is 180k?	The Authorized User will identify if a change order budget would be applicable to a given mini-bid. All vendors will be required to price accordingly so that the total price, including the change order budget, does not exceed the lot threshold.
428	Solicitation	7.6	44	Since this is a fixed price contract, are timecards required to be submitted?	No, please see Section 7.6 of the amended Solicitation.
429	Solicitation	7.6	44	Please confirm that the stated reference to "timecards" in the RFP does not apply to work or payments under this award, which are to be based solely on deliverable and/or fixed price payment structure.	Agreed, please see Section 7.6 of the amended Solicitation.
430	Solicitation	7.6	45	5. We interpret this statement as potentially having an impact on the project across multiple facets including timeline, resources, access to state technical environments, etc. Please confirm that should the Authorized User change the working hours after mini-bid award, that the impacts would be assessed through change process.	Please see Section 7.6 of the amended Solicitation.
431	Solicitation	7.6	45	If all projects under this program are fixed cost, please explain the time card requirement.	This requirement has been deleted. Please see Section 7.6 of the amended Solicitation.
432	Solicitation	7.6	45	While the requirement for Contractor Staff Members to submit timecards is reasonable for staff augmentation assignments, such cards are irrelevant in fixed price contracting. This provision should be removed.	Agreed, please see Section 7.6 of the amended Solicitation.
433	Solicitation	7.6	45	Proposer does not believe it would be appropriate for a successful vendor's personnel to be subject to OGS' timecard or attendance policies, as such requirements would potentially vitiate the vendor's independent contractor status. Proposer requests that vendors be provided with advance notice of all applicable policies before performing work for an Authorized User.	References to time card submission and time and attendance policies have been removed. Please see Section 7.6 in the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
434	Solicitation	7.6	45	Proposer does not believe that an Authorized User should be able to specify the manner or method in which a successful vendor's consultants perform their work. Such a requirement would vitiate the successful vendor's status as an independent contractor for OGS, which would neither be in OGS nor the vendor's best interests.	Section 7.6 sets forth minimum requirements for engagements, It does not specific the manner in which work is performed, but instead addresses expectations if Contractor's personnel are on Authorized User premises.
435	Solicitation	7.8	44	Please confirm that the solicitations at the mini-bid stage will state whether retainage will be required for that particular SOW.	Confirmed.
436	Solicitation	7.8	44	Request the second sentence be deleted, as its meaning is unclear. The time lag between the completion and acceptance of a Deliverable is usually out of the hands of the Contractor. The requirement stated in the first sentence allowing a retainage "of no more than 20%" is sufficient and allows the Contractor and Authorized User to negotiate a reasonable retainage based on the transaction.	OGS respectfully declines the requested change.
437	Solicitation	7.8	45	As a general matter, Proposer does not believe that retainage is appropriate for these types of projects. If a mandatory retainage provision is included in the contract, Proposer believes that the retainage should be released following completion and acceptance of all project deliverables.	OGS respectfully declines the requested change.
438	Solicitation	7.8	45	Retainage - can OGS please clarify the meaning of "until the acceptance of the complete project"? We are assuming that this would allow for releases of at least part of the retainage when an implementation or service is complete, and prior to a warranty or maintenance period ending.	No, this is not a correct assumption. Early release of retainage is governed by the following: As part of the Mini-Bid, the Authorized User may elect to retain a percentage of each individual Deliverable payment of no more than 20% until the acceptance of the complete Deliverable or project. This retainage may be reduced as described in the Mini-Bid, when the Contractor substantially reduces the time required from the timeframes negotiated between the Authorized User and the Contractor for the completion and acceptance of a Deliverable. Please see amended Solicitation Section 7.8.
439	Solicitation	7.8	45	20% retainage on each individual deliverable for the entire length of the contract which may be as much as 3 years seems excessive. Because of the highly competitive nature of government work and the typically low margins, this 20% is certainly above virtually every Contractor's profit margin and may actually cut into some vendor's direct costs. In the extreme, it could put some Tier 1 vendors out of business. Smaller companies will borrow money from banks at premium rates and then be forced to provide an interest-free loan of that money to the State for 3 years. 1) At a minimum, could this section be reworded to provide that the retainage will be held only until the acceptance of the deliverable and not until the "acceptance of the complete project"? 2) In addition, could the 20% be reduced to a more reasonable level, perhaps in the range of 5-10%.	1) Agreed, please see amended Solicitation Section 7.8 2) Section 7.8 sets forth the maximum, not minimum, retainage that an Authorized User may seek. It further provides that an Authorized User may utilize a reduction in the retainage at their discretion.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
440	Solicitation	7.9	45	Reasonableness of Price – how does OGS envision the vendor community would handle this request for negotiation of better prices by Authorized Users, in light of the requirement for lowest pricing in section 3.4?	All Authorized Users are encouraged to negotiate the best possible pricing as it pertains to the respective Mini-Bid.
441	Solicitation	7.9	45	Because each of Proposer's client engagements is unique, it cannot agree to comply with any "best pricing offer" or other similar concepts.	OGS respectfully declines the requested change.
442	Solicitation	5.14.1	32	Remove requirement that deductibles or self insured retentions above \$100,000 are subject to approval of OGS	OGS respectfully declines the requested change.
443	Solicitation	5.14.1	33	Limits for Lot 1 and Lot 2 Professional/Technology Errors and Omissions is not less than \$5,000,000 per claim and in aggregate	OGS respectfully declines the requested change.
444	Solicitation	5.14.1	33	Remove explosion, collapse and underground coverage under Commercial General Liability Insurance	These are standard coverages in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.
445	Solicitation	5.14.1	34	Remove "manufactured, distributed" under Professional/Technology Errors and Omissions coverage limits	These are standard coverages in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.
446	Solicitation	5.14.1	34	Remove explosion, collapse and underground coverage and Contractor means and methods coverage requirements under Commercial General Liability Insurance	These are standard coverages in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.
447	Solicitation	0 Vendor Signature Page	2	This page does not provide a place for the Vendor to sign. It only provides a notary signature. Please clarify.	Please see the amended Solicitation.
448	Solicitation	1.1 & 3.1	5 & 3	Can a Non MWBE deliver projects under the 200k if they hold Lot 2.	No. Only those vendors awarded Lot 1 can provide services under \$200,000.
449	Solicitation	1.1 Overview and Purpose of This Solicitation	5	The solicitation states: "Services available under the resultant Contracts will be separated into three (3) distinct Lots. Additional information about the minimum qualifications is set forth in Attachment 3 – Technical Submission. A Vendor may respond to and receive an award for more than one (1) Lot." Please confirm/clarify. It was our understanding from the Pre-Vendor Submission Conference that a Vendor could only be awarded one (1) Lot. If an organization is qualified for all three (3) Lots, can they apply for all three (3) Lots and be awarded a position on all three (3) Lots? If not, if a Vendor submits on more than one (1) Lot and is eligible for award on multiple Lots, will the Vendor be given the option to select the Lot of their choosing?	If a Vendor believes it is qualified for all three (3) Lots, it can apply for all three (3) Lots and be awarded a contract for all three (3) Lots.
450	Solicitation	1.1 Overview and Purpose of This Solicitation	5	Please confirm that this services procurement vehicle is only for Fixed Priced services?	Confirmed.
451	Solicitation	1.2 - In-Scope Projects	5, 6	Can you please provide us 3-5 examples of past IT projects that would have qualified under this new agreement ?	OGS respectfully declines the request.
452	Solicitation	1.2 - In-Scope Projects	5, 6	Are there any desired / critical or necessary skillsets being sought as a part of this contract - eg. Networking expertise vs. coding vs. project management vs. system integration ?	This determination is made at the Authorized User and mini-bid level.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
453	Solicitation	1.2 (In-Scope Projects)	5 and 6	Is networking (including wireless), voice, video and data center services covered under this contract	The referenced services are out-of-scope for this Solicitation. Please see Section 1.3 of the amended Solicitation.
454	Solicitation	1.2 In-Scope Projects	5-6	Does this RFP allow for the implementation of a COTS product that would include the following solution delivery components for the set-up, configuration, and go live of the solution (This question assumes that the COTS product would have already been procured under a separate solicitation): <ul style="list-style-type: none"> • Program Management • Project Management • Architecture • Implementation Consultants 	Assuming that acquisition of the COTS product is not including in the offering, this would be acceptable.
455	Solicitation	1.3 (Out of Scope Projects)	6	Please explain what is considered hard wired equipment	As indicated by Section 1.3 of the Solicitation, for questions about whether proposed work constitutes public work, please contact the New York State Department of Labor's Bureau of Public Work District Office. This applies to questions pertaining what is considered hard wired equipment.
456	Solicitation	1.3 Out-of-Scope Work	6	The RFP states that prepackaged training courses are not allowed under this solicitation. We have two questions here: <ul style="list-style-type: none"> • Does this mean that "knowledge Transfer" education can be provided as a function of the services deliverable? • Will OGS have a different procurement vehicle for the purchase and delivery of instructor-led training (either via classroom or virtual) and self-paced, web-based training? 	1) ELearning is specifically out-of-scope for this Solicitation. Knowledge transfer may be a deliverable as part of a larger Project. 2) This question is outside the scope of the Solicitation.
457	Solicitation	1.3 Out-of-Scope Work	6	Will OGS put out a solicitation for a Time and Materials services?	This question is outside the scope of this Solicitation.
458	Solicitation	1.4 Key Events and Dates	7	We would like to request an extension of the Due date for "First Inquiry and Bid Deviations Due at OGS" . Since the pre-bid, we have a lot of questions, and would like to review the documents thoroughly before submitting first round of questions. We hope you will accept our request	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
459	Solicitation	1.5 Definitions	8	The definition of Knowledge Transfer provides a provision that it should be provided as no additional cost. Creation of system documentation, providing training classes, manuals or other items takes significant contractor time, and needs to be accounted for in the pricing. Please confirm that this definition is to provide for the costs associated with Knowledge Transfer activities to be included in the relevant deliverable(s)/milestone(s), rather than separated out from them.	Please see Section 1.5 of the amended Solicitation.
460	Solicitation	1.5 Definitions		Vendor requests that a definition of "Contractor Intellectual Property" be added to the Agreement. Vendor offers the following: Contractor and its licensors shall retain all rights, title and interest in and to (i) all work products that Contractor owned or had a license to use prior to the effective date of the applicable SOW, (ii) all work products created or acquired by Contractor during the term of an SOW that is not a unique deliverable under the SOW, and (iii) any modifications by Contractor to items (i) or (ii) above that are not a unique deliverable under an SOW ("Contractor Intellectual Property"). To the extent any Contractor Intellectual Property is used in the performance of the services or otherwise delivered to Authorized User, Contractor grants Authorized User a worldwide, non-exclusive, non-transferable, royalty-free right and license to use and copy, such Contractor Intellectual Property solely in order to receive the benefit of the services provided by Contractor.	Please see amendments to Appendix B section 68.
461	Solicitation	17f - Best Pricing Offer	60	No price shall be reduced without a mutually agreed upon change order or contract amendment signed between Vendor and the Authorized User.	OGS respectfully declines the requested change.
462	Solicitation	2.13 and 2.14	12	1)Would the State please clarify the following: It is unclear how bidders will be awarded. 2.13 suggests they may only award 20% of bidders initially, but then 2.14 says that they'll award "all responsive and responsible Vendors offering reasonable rates as determined by OGS." 2) Please clarify how many subsequent award cycles will be done and how much time in-between, plus 3) how reasonableness of rates will be determined.	1) It is OGS' intent to make awards to all responsive and responsible Vendors. Vendor Submissions that do not require clarifications or additional documentation will be awarded first. Vendor Submission that require clarifications or additional documents will require additional processing time, resulting in a later start date. 2) Until Vendor Submissions are received, OGS cannot determine the award cycle. 3) Reasonableness of price will be determined by comparing the prices proposed to prices from prior Governmental Contracts. Please see Section 3.4 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
463	Solicitation	2.13 Contract Start Date	12	The RFP indicates "It is OGS' intent to award at least twenty percent of the total Vendor Submissions per Lots 1 and 2 during the first phase of awards. In the case of Lot 3, it is OGS' intent to award at least five awards or twenty percent (20%) of the total Vendor Submissions, whichever is greater, during the first phase of awards." If there is a large volume of qualified vendors, does the State intend to put a cap on the number of awards to qualified vendors?	The State does not intend to put a cap on the number of awards to qualified vendors.
464	Solicitation	2.14 Method of Award	1st Paragraph	Please define "reasonable rates."	As noted in Section 3.4 of the Solicitation, a Vendor's Submission will be reviewed to determine if the proposed prices are reasonable or constitute reasonable rates. Such comparison will be made against other Government Contracts.
465	Solicitation	2.2 Inquiries and Proposed Bid Deviations	9	Vendor requests the following language be added to the Contract: "The Services are to implement the pre-existing features and functions of the Vendor Software and do not include any customization or development activity that impacts any of the full features and benefits and underlying source code of the Vendor software. Payment of license fees and/or support fees for Vendor software is not contingent upon Authorized User receiving the Services."	OGS respectfully declines the requested change.
466	Solicitation	2.3 - Pre-Vendor Submission Conference	9	Can you please provide us a copy of the powerpoint document that was presented during the pre-vendor submission conference ?	This has been posted to the OGS Online Bid Calendar (http://www.ogs.ny.gov/purchase/biddocument/22772Bid.asp).
467	Solicitation	2.6, Items K. & L.	10	Our understanding of this is that any proprietary information submitted with a bid may be used by the State in determining their solution, even if that Contractor is not awarded the bid. Please confirm.	Section 2.6.k permits the recipient to use any and all ideas submitted in the Mini-Bids received. Section 2.6.L permits the Authorized User to adopt all or part of a Vendor's submission in selecting the optimal configuration.
468	Solicitation	2.9 Joint Ventures	11	Section 2.9 prohibits joint ventures on this solicitation (Step 1 as per section 1.1). Based on the definition of "Joint Venture" in this solicitation, this would appear to prohibit subcontracting relationships for this solicitation. Section 5.8.2 addresses subcontracting, but the context appears to be when providing services on FFP contracts (Step 2). Please clarify whether subcontractor relationships are allowed for this solicitation.	The reference to Joint Ventures in Section 2.9 of the Solicitation does not apply nor refer to Subcontracting relationships. Subcontractor relationships are allowed for this Solicitation.
469	Solicitation	3 Vendor Qualifications	13	The Solicitation indicates that IT projects used to qualify the vendor cannot include any of the Out-of-Scope categories of projects. May vendors use projects that do contain out-of-scope work but also include in-scope work of sufficient value to meet the requirements?	Yes, as long as the vendor can identify the in-scope portion and it meets the qualification criteria.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
470	Solicitation	3 Vendor Qualifications	13	(Please see previous question.) If vendors can qualify using the value of in-scope that was part of larger project involving out-of-scope work, the contract documents for the qualifying work may not clearly reflect the details of the price (value) of the in-scope work; in other words, the items of work New York considers in scope and 'countable' may not have been priced in the reference contract as clearly separate line items. Would OGS accept the vendor's explanation of the value of the work portion that is countable?	Yes, as long as the vendor can identify the in-scope portion and it meets the qualification criteria.
471	Solicitation	3, Vendor Qualification (third paragraph)	13	This section states that we cannot use any project citations if awarded as a Time and Material (T&M) contract. Quite often, there are contracts that are awarded by the federal government as level of effort (LOE) with a firm dollar value but are billed on a T&M basis. These efforts require vendors to provide solutions and are deliverable-based. They are managed by the contractors to a Project Management Plan and deliverable schedule. In some cases, the requirements are not fully defined and hence cannot be issued as a firm fixed price tasks without imposing a huge risks on vendors, Government or both, Therefore, we are requesting that OGS allow those T&M projects as citations where the vendors were responsible for performance, management, deliverables or solutions.	Agreed, please see Section 3.1 of the amended Solicitation.
472	Solicitation	3, Vendor Qualification (third paragraph)	13	This section requires that the vendor must have acted as a Prime for project citation. We have participated on projects, especially for the federal government, where the subcontractor had a critical role on the contract including development and management of an IT solution or deliverables. Based on that, we request that OGS adjust the requirement that allows the vendor to be a subcontractor as long as they were critical part of solution development and delivery and satisfy all other OGS requirements such as \$1,000,000 per project.	Please see Section 3.1 of the amended Solicitation. Prime Contractor experience will still be required for Qualification #3 in each of awarded lots.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
473	Solicitation	3. Vendor Qualifications	13	Minimum qualifications for Lot 2 vendors.- We request that the State lower the dollar requirements for Lot 2 to up to \$200,000 per government entity or up to \$200,000 spent annually as a prime vendor for multiple deliverable based services. The Lot 2 \$200,000-\$7,500,000, four (4) IT project requirement as a prerequisite for participating in the RFP limits competition as it is not truly a mid market dollar threshold for these types of services, and favors providers in Lot 1 and 3. We are a significant employer in the State of New York between our direct branches and small independent dealers, who will not be able to participate in IT Technology Consulting Services with the State of New York as the RFP is written. We are not a MBE/WBE and can not respond to the category where most of the projects would fall (Lot 1), and can not respond to Lot 2, due to the unreasonably high dollar project history requirements. We can not bid in Lot 3 which is an enterprise based dollar amount. Please change the dollar threshold for the Lots to more reasonable amounts, which will increase competition and save the State of New York money over the term of this contract.	OGS respectfully declines the requested change. Please see amendments to Solicitation section 1.3.
474	Solicitation	3. Vendor Qualifications	13	Based on a review of the requirement that an IT project can apply to multiple lots, please confirm that an example would be that an IT Project that meets the requirements for Lot 3 can also be used to meet the requirements for Lot 2.	Projects that meet the requirements of Lot 3 can also be used to meet the requirements for Lot 2.
475	Solicitation	3.1 Minimum Qualifications	13	We understand that NYS is committed to providing a level playing field for diversity suppliers. However, the current minimum requirements for Lot 2 will eliminate most MBEs from participating, in spite of the fact that some may have relevant experience and the capability to deliver at this level. Will NYS consider amending the definition of IT projects that may be used to document vendor experience for diversity suppliers, as follows: For Certified Minority- and Women-Based Enterprises and qualified New York State small businesses, IT projects that may be used to document the award of IT projects (as required in Section 3.1) shall include services as specified in Section 1.2. Services must have been provided on a fixed price or time and materials basis and for Government Entities, either as a prime contractor or subcontractor.	OGS respectfully declines the requested change. However, please see Section 3.1 of the amended Solicitation.
476	Solicitation	3.1 Minimum Qualifications	13	As the requirement for Lot 1 currently stands, a MBE with significant government IT credentials, but limited prime contracting experience directly with government agencies, will not meet the minimum requirements. Will NYS consider amending Lot 1 requirements to eliminate the "Prime" requirement?	Please see Section 3.1 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
477	Solicitation	3.1 Minimum Qualifications	13	The minimum requirement for Lot 1 stipulates that qualifying projects must be at least \$25,000 (in total revenue). If a MBE vendor has delivered a project whose scope was far in excess of this threshold, but did not charge the client for said services, will NYS count this project toward the "2 IT projects as a Prime Contractor" requirement. It is assumed that if NYS allows this exception, the vendor would be required to document/justify the scope of the contract and secure a reference from the government client to authenticate the documented scope and value of the contract.	The dollar value of the actual written contract must align with the Vendor Qualifications as contained in Section 3.1 of the Solicitation.
478	Solicitation	3.1 Minimum Qualifications	14	Can we use a project as an evidence if it was active on 01/01/2007 and subsequently for many years but awarded prior to 01/01/2007?	No.
479	Solicitation	3.2.1 item 4	15	The solicitation states "4. Completed Vendor Responsibility Questionnaire For-Profit Business Entity or proof of on-line submission (see Section 7.26, New York State Vendor Responsibility)" Could not find Section 7.26	This refers to Section 3.6 of the amended Solicitation.
480	Solicitation	3.2.2	15	We currently have a firm fixed price contract with a NYS agency for IT services. We are currently providing services under that contract. Such a contract is similar in nature to this contract as they are both firm fixed price potentially. My question is, how can we leverage this current firm fixed price contract as proof of a current governmental contract given the documentation is asking for hourly rates.	If the fixed price contract currently in place had a backup matrix which included hourly rates to support the fixed price as part of its submitted proposal, or if the contract has additional time and material rates in addition to the fixed price budget, then this could be used as price justification of a governmental contract. If not, then this contract could be used to support minimum qualification # 3 for the specific Lot, but not as price justification for Attachment 2 - Financial Submission.
481	Solicitation	3.2.2	15	Vendor price list states to list the government contract number for each job title. Given we are allowed to use government contracts dating back to 2007, those contracts have prices that are no longer in effect as it is 7 years later. Are we allowed to 'escalate' those listed prices should we use an old contract as our rates have increased since, as will be the case for most firms.	No.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
482	Solicitation	3.4 - Reasonableness of Price	15	1) Would NYS be willing to change this requirement: "The Vendor Submission must include Attachment 2 – Financial Submission and the associated files to demonstrate that the rates offered to NYS are at or below rates offered to other Government customers." to the following: "The Vendor Submission must include Attachment 2 – Financial Submission and the associated files to demonstrate that the rates offered to NYS are at or below rates offered to most other Government customers."	1) OGS respectfully declines to change this requirement. 2) See Appendix B clause 17 - Pricing 3) OGS respectfully declines to change this requirement.
		3.4 - Reasonableness of Price	15	2) Does NYS define "Most Favored Nation pricing" as rates which are being offered to NYS are at or below rates offered to ALL other Government customers? 3) If so, would NYS be willing to delete the following requirement: "At a minimum, Vendor must submit its Most Favored Nation pricing."	
483	Solicitation	3.4 Reasonableness of Price	15	Is pricing from the now-defunct NYSOGS IT services back-drop contract acceptable as a basis of comparison pricing?	All pricing proposed to the State must be in accordance with Section 3.4 of the Solicitation. For the purposes of a financial evaluation, OGS will not make a distinction between lapsed and active contracts.
484	Solicitation	3.4 Reasonableness of Price	15	Please confirm that a vendor will comply with this section by identifying its approved federal GSA Supply Schedule rates	Federal GSA Supply Schedule rates are an eligible form of price justification. However, OGS cannot confirm acceptability of such information prior to receipt of a Vendor's Submission.
485	Solicitation	3.4 Reasonableness of Price	15	"Most Favored Nation" is not defined. Please confirm that the State will remove this sentence from this section: "At a minimum, Vendor must submit its Most Favored Nation pricing."	OGS respectfully declines the requested amendment.
486	Solicitation	3.4 Reasonableness of Price	40	If a vendor does not maintain a GSA Supply Schedule and does not maintain a published U.S. Commercial Price List, what evidence of increased prices would be allowed by the State?	Please see Section 5.21 of the amended Solicitation.
487	Solicitation	4.1 Vendor Submission Content	18	The tabs for the Financial and Technical Attachments contain tabs for responding to more than one Lot. Given the solicitation materials appear to be organized to allow bidders to respond to multiple lots in a single submission, is it OGS' preference that bidders submit one proposal for multiple lots?	No, OGS is seeking a proposal for each lot. However, OGS does not require a separate price list (i.e. Attachment 2 - Financial Submission) for each submission.
488	Solicitation	4.1 Vendor Submission Content	18	What is the method of submitting proposals for both Lots 2 and 3? Are two full packages required? Can we complete the response as Lot 3 and simply check both boxes on the Vendor Signature Page?	Using the example cited, two full packages are not required. A vendor will, however, be required to complete, for example, the Lot 2 AND Lot 3 technical submissions as part of a complete proposal, as well as any separate requirements for each Lot.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
489	Solicitation	4.1.1	18	At the pre-bid conference, OGS mentioned that contracts cited to meet the minimum qualifications for each lot did not have to be printed out. Will OGS confirm that to be the case?	Confirmed. Please see Section 4.1.3 of the amended Solicitation.
490	Solicitation	4.1.1	18-19	Section 4.1.1 Hard Copy Vendor Submission requires 2 hard copies of the following:• Attachment 1 – Administrative Submission• Attachment 2 – Financial Submission• Attachment 3 – Technical Submission• Completed and signed Contractor Certification ST-220-CA • Vendor Responsibility Questionnaire For-Profit Business Entity• Proof of Compliance with Contractor Insurance Requirements• Completed EEO 100 form (see Section 5.15)Is OGS requesting four or more separate sealed packages to be submitted or one package containing all the documents listed above?	No, NYSPRO's preference is for one sealed package containing all documents required for a vendor's complete submission as specified in Solicitation Section 4.1.3. Should a vendor require multiple sealed packages, the company should note on the sealed packages, "Box 1 of #, Box 2 of. . ."
491	Solicitation	4.1.1 and 4.2.2 Vendor Submission	18-19	The Solicitation prescribes that form EEO 100 be submitted separately from the Administrative Submission. However the presentation at the October 10, 2014 Pre-Vendor Submission Conference indicated that form EEO 100 should be included in the Administrative Submission. Please clarify.	Please see Section 4.1.3 of the amended Solicitation.
492	Solicitation	4.1.1 Hard Copy Vendor Submission and 4.1.2 Electronic Vendor Submission	18	The Hard Copy Vendor Submission and the Electronic Vendor Submission require the same items to be included, but in a different order. Would the State clarify if the Hard Copy and the Electronic submission should be identical? If so, would the State please clarify the order the documents should be included?	Please see Section 4.1.3 of the amended Solicitation.
493	Solicitation	4.1.1 Hard Copy Vendor Submission	18	Please confirm that the contract files referenced in Attachment 2 and Attachment 3 are only included in the electronic submission and that printed versions of these files are not in the hard copy submission.	No, this statement is not correct. Both Hard Copies and Electronic Copies are required for all submissions. Contract files shall only be submitted electronically. Please see Section 4.1.3 of the amendment Solicitation.
494	Solicitation	4.1.2	18	The Electronic Vendor Submission, Attachment 1 - Administrative Submission lists an "Additional Statements tab" and and "Insurance Requirements tab." These two tabs do not exist in Attachment 1. Please clarify.	Please see Section 4.1.3 of the amended Solicitation.
495	Solicitation	4.1.2	18	Can existing contracts be submitted in electronic format only?	Yes, however OGS reserves the right to request clarifications from vendors.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
496	Solicitation	4.1.2	19	The solicitation states that the electronic proposal submission must include "contract files as referenced in this submission". Referenced contracts can be hundreds of pages long and will include information not relevant to the evaluation of the vendor's response posing an undue burden for proposers and evaluators. Please consider limiting the scope of this submission to only that information required for proposal evaluation.	OGS respectfully declines the requested change.
497	Solicitation	4.1.2	19	The list of tabs for Attachment 1 includes an Insurance Requirement tab that seems to be missing from Attachment 1.	Please see updated Section 4.1.3, Submission Checklist of the amended Solicitation.
498	Solicitation	4.1.2	19	Does OGS require the submission of the excel worksheets in addition to the printed, signed and scanned instances of each individual worksheet within the excel files?	Yes.
499	Solicitation	4.1.2 - Electronic Vendor Submission	19	Under this subsection, there are 2 tabs listed as being "Required" for Attachment 1. These tabs (Additional Statements tab & Insurance Requirements tab) do not presently exist in Attachment 1. Will there be an updated version of Attachment 1 released soon or were these mistakenly mentioned in this subsection?	These were mistakenly included. Please see Section 4.1.3 of the amended Solicitation and the amended Attachment 1 - Administrative Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
500	Solicitation	4.1.2 Electronic Vendor Submission	18	<p>The Attachment 1 - Administrative Submission instructions in Section 4.1.2 Electronic Vendor Submission of the RFP lists the following tabs: o Cover Page tab (Required)o Affirmative Statements tab (Required)o NYS Required Certifications tab (Required, but signature not needed)o Additional Statements tab (Required)o Insurance Requirements tab (Required)o Designated Personnel (Required)However, these tabs do not match the tabs provided in the Attachment 1 - Administrative Submission Excel file:o COVER SHEETo Affirmative Statements tabo Encouraging NYS Businesso NYS Required Certificationso FOIL Redactiono Designated Personnel (Required)Can the State provide the correct Attachment 1 Administrative Submission Excel file whose tabs match the tabs listed in the instructions in Section 4.1.2?</p>	Please see updated Section 4.1.3, Submission Checklist of the amended Solicitation.
501	Solicitation	4.1.2 Electronic Vendor Submission	19	<p>Section 4.1.2 of the Solicitation document states the following "NYS Required Certifications tab (Required, but signature not needed)." However, Attachment 1, NYS Required Certifications tab includes a signature line. Is a signature required?</p>	For the electronic version, no. However, OGS is requesting a PDF scan of this page. Please see Section 4.1.3 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
502	Solicitation	4.1.2 Electronic Vendor Submission	19	<p>Can you please confirm what information each Proposer should submit with Attachment 1. The tabs listed in Section 4.1.2 do not match the actual tabs in Attachment 1.</p> <p>Tabs listed in 4.1.2:</p> <ul style="list-style-type: none"> • Attachment 1- Administrative Submission (Excel Format) <ul style="list-style-type: none"> o Cover Page tab (Required) o Affirmative Statements tab (Required) o NYS Required Certifications tab (Required, but signature not needed) o Additional Statements tab (Required) o Insurance Requirements tab (Required) o Designated Personnel (Required) <p>Tabs in Attachment 1:</p> <ul style="list-style-type: none"> • Cover Sheet • Affirmative Statements • Encouraging NYS Business • NYS Required Certifications • FOIL Redaction • Designated Personnel 	Please see Section 4.1.3 of the amended Solicitation.
503	Solicitation	4.1.2 Electronic Vendor Submission	19	Section 4.1.2 of the Solicitation document indicates there is an Insurance Requirements Tab (Required) and an Additional Statements Tab (Required). However, Attachment 1 does not include either of these tabs. Please clarify.	Please see Section 4.1.3 of the amended Solicitation. Attachment 1 - Administrative Submission has also been amended.
504	Solicitation	4.1.2 Electronic Vendor Submission	19	Section 4.1.2 of the Solicitation document states that the DVD should contain files in Microsoft Office (Word and Excel). It also states that documents should be signed and scanned where applicable. Please confirm that documents that are required to be signed should be scanned and included on DVDs in pdf format and not in MS Word format.	Signed documents may be submitted in PDF Format.
505	Solicitation	4.1.2 Electronic Vendor Submission	19	The instructions direct us to complete form ST-220-CA provided online at the website address provided. The form is a fillable PDF form, however, the instructions in section 4.1.2 indicate that vendor submissions are to be saved in Microsoft Office products (Word and Excel). Can the State provide an MS Word version of form ST-220-CA or confirm that the fillable PDF form is acceptable for submission?	ST-220-CA may be submitted as a fillable PDF.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
506	Solicitation	4.1.2 Electronic Vendor Submission	19	There is a discrepancy with the defined Excel Tabs of Attachment 1 and the Detailed list of 4.1.2 Electronic Vendor Submission list. The Excel File identifies the Cover Sheet, Affirmative Statements, Encouraging NYS Business, NYS Required Certifications, FOIL Redaction, Designated Personnel. The list from 4.1.2 identifies Cover Page, Affirmative Statements, NYS Required Certifications, Additional Statements Tab, Insurance Requirements Tab, Designated Personnel.- Attachment 1 Encouraging Use of NYS Businesses and FOIL Redaction are not identified in Section 4.1.2- Section 4.1.2 Additional Statements Tab and Insurance Requirements Tab are not identified in Attachment 1Please validate.	Please see Section 4.1.3 of the amended Solicitation.
507	Solicitation	5 - Contract Letter	56	Vendor requires a signed purchase order for the contract to be logged in the system and for it to begin	This is not a question. However, the definition of contract letter has been amended.
508	Solicitation	5.1.1 Employee Information Required to be Reported by Certain Consultant Contractors and Service Contractors	28	On a Fixed-Price Contract that is bid and invoiced by Deliverable, is the Contractor required to submit "Form B" which requires: 1. Total number of Employees employed to provide the consultant services, by employment category; 2. Total number of hours worked by such Employees; and , 3. Total compensation paid to all Employees that performed consultant services under such Contract?	Yes, the Contractor is required to submit Form B. See State Finance Law section 163(4)(g) for additional information.
509	Solicitation	5.1.14.1.A	31	Please consider removing the requirements set forth on page 31 of 77 that we must attach Additional Insured and Waiver of Subrogation Endorsements with our certificates of insurance. Rationale: Industry standard practice is to provide the ACORD Certificates of insurance, or the other proof required for the Work Comp and Disability insurance. It is not standard for either the contractor or the insurance company to provide the entire policy document which is considered proprietary and confidential, which is why the Certificate of Insurance is widely recognized as proof of coverage. Consistent with industry practices our company will not allow release of the entire insurance agreement.	A certificate of insurance does not create insurance coverage or confer status as an insured, nor is it part of an insurance policy. OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
510	Solicitation	5.1.14.1.A	31	<p>Please consider revising the second paragraph of 5.14.1.A. on page 31 of 77 be deleted and replaced with the following, "If any required insurance is cancelled or nonrenewed, Vendor or Contractors shall replace such insurance so that no lapse in coverage occurs, and shall provide a revised certificate of insurance evidencing same."</p> <p>Rationale: it is no longer industry standard practice and It is no longer an available option to buy insurance policies that obligate the insurer to give prior notice of cancellation to certificate holders.</p>	OGS respectfully declines the requested change.
511	Solicitation	5.1.14.1.A	31	<p>Please consider revising the last sentence of the third paragraph on page 31 of 77 as follows: "Within 10 business days after the expiration date or renewal date, Vendor and Contractors shall supply OGS with updated replacement Certificates of Insurance."</p> <p>Rationale: Industry standard practice is to provide the ACORD Certificates of insurance, or the other proof required for the Work Comp and Disability insurance. It is not standard for either the contractor or the insurance company to provide the entire policy document which is considered proprietary and confidential, which is why the Certificate of Insurance is widely recognized as proof of coverage. Consistent with industry practices our company will not allow release of the entire insurance agreement.</p>	OGS respectfully declines the requested change.
512	Solicitation	5.1.14.1.B	32	<p>Please consider revising the text of Section 7. Subcontractors on page 32 of 77 as follows, "... insurance of types and amounts that are reasonable in light of what the Subcontractor is doing.. Proof thereof shall be supplied to OGS as required by this Section."Rationale: Depending on what the Subcontractor is doing, whether the work is on-site or remotely done, and how they are getting to the work site, it might not be necessary or reasonable to require certain of the coverages, like Auto, Crime and Professional Liability. We also might need to use a Subcontractor that does not maintain the amount of limits that we are required (e.g., \$5 million/\$10 million E&O limits).</p>	OGS respectfully declines this requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
513	Solicitation	5.1.14.1.B	34	<p>Please consider amending the Waiver of Subrogation condition on page 34 of 77 by deleting the last sentence of the paragraph, and also amending the first sentence to limit the waiver of subrogation to liabilities falling within Vendor's or Contractor's indemnity obligations under the Agreement.</p> <p>Rationale: For certain policies, it is not possible to obtain a waiver of subrogation beyond liabilities that the named insured is obligated to indemnify the person or entity that is getting the benefit of the waiver. Industry standard practice is to provide the ACORD Certificates of insurance, or the other proof required for the Work Comp and Disability insurance. It is not standard for either the contractor or the insurance company to provide the entire policy document which is considered proprietary and confidential, which is why the Certificate of Insurance is widely recognized as proof of coverage. Consistent with industry practices our company will not allow release of the entire insurance agreement.</p>	OGS respectfully declines the requested change.
514	Solicitation	5.1.14.1.B	32 - 34	<p>Please consider either removing all references to "not less than" in regard to the required insurance at pages 32-34 of 77, or limiting the additional insured coverage to liabilities falling within Vendor's or Contractors' indemnity obligations under the Agreement.</p> <p>Rationale: Without doing one of the foregoing, the State of New York could have access to the full limits of our casualty insurance program, expanding the Contractor's liability, even for liabilities that we are not obligated to indemnify under the Agreement.</p>	OGS respectfully declines the requested amendment.
515	Solicitation	5.1.14.1.B		Please consider allowing the contractor to self-insure the Crime insurance requirement, and therefore not have to provide a certificate.	OGS respectfully declines the requested change.
516	Solicitation	5.10.1	28	1-4. While it would be our intention to replace key personnel as quickly as possible under any circumstances, ten (10) business days is provided under the State's HBITS contract and would be more appropriate given the type and nature of projects anticipated under the Contract as well as to allow time for any required background checks. During this time, the Contractor understands it remains responsible for delivery of the project as per the contract.	Section 5.10 has been partially updated in the amended Solicitation. Section 6 of the Solicitation has been amended. Please note the Authorized User is provided discretion as to this timeframe.
517	Solicitation	5.10.1	28	Proposer believes that, on a fixed fee contract, the State should only have the ability to require removal of a contractor staff member in the event that individual is engaging in unlawful behavior or misconduct. In some instances, Proposer may not have many additional resources with the skill set of the employee whose removal has been requested. In addition, Proposer would need some time to gather resumes of potential replacement candidates.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
518	Solicitation	5.10.1	28	3. The selected contractor will be responsible for delivering the project on a fixed price basis. As such, it is critical to the success of the project that the Contractor retain control over its staff and to make project-specific determinations based on project needs and project schedule. Accordingly, we build our staffing models based on our breadth of experience delivering similarly scaled projects in the State of New York and nationwide. Notwithstanding our need to determine appropriate staff levels and skill-sets based on project delivery responsibilities at any given point in time, we do understand that importance of staff consistency in the lead positions and as such agree that in the event it is necessary to substitute staff in these positions, we will provide substitute staff of equal or greater skill level than the staff member being replaced and the Authorized User will have the right to approve any such replacement. Please revise as follows "Where Contractor key personnel ceases work, [...]"	OGS respectfully declines the requested change.
519	Solicitation	5.10.1	28	2. In order to help maintain the project schedule, the State's request to remove Contractor's staff needs to be limited to key personnel and based on the individual's failure to perform or for other lawful reasons. Arbitrary requests could jeopardize delivery of the project (e.g., quality, schedule, and price) as proposed. Please revise as follows "[...] request, in writing, removal of a Contractor Staff identified as key personnel at any time for failure to perform or other lawful reasons [...]"	OGS respectfully declines to make the requested change. Please note the right is limited to "reasonable discretion" and is not arbitrary as this question states.
520	Solicitation	5.10.1	28	1. Because not all Key Personnel positions would necessarily last the life of the project, such as Testing Lead, please revise the first sentence replacing "life of the project" with "duration of the assignment per the project plan".	Please see Section 5.10.1 of the amended Solicitation.
521	Solicitation	5.10.1	28	Would the state consider modification of the wording "Any staffing represented as key personnel are anticipated to fulfill the entire life of the project." to be amended to "Any staffing represented as key personnel are anticipated to fulfill the entire intended assignment."? Some project roles may be key (e.g. Test, Training, Implementation Leads), but may not be needed for the entire project.	Agreed, please see Section 5.10.1 of the amended Solicitation.
522	Solicitation	5.10.1	28	The requirement to present 3 or more qualified potential replacements for removed staff seems excessive. While such an approach may be appropriate for staff augmentation assignments, in the case of fixed price project based work, the project is likely to benefit most by the assignment of a qualified professional from the contractor's own firm--one who is trained in the methodology and familiar with the staff and organization, rather than from selection among a collection of random resumes. In addition, collection of those multiple resumes and interviewing by both the contractor and the Authorized User will unnecessarily delay the project. Please consider rewording this requirement.	Section 5.10.1 has been partially amended in accordance with the question.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
523	Solicitation	5.10.1	29	Staffing Changes - section 4. contains a provision that on its face seems extremely onerous and harsh, namely the OGS right to terminate for cause if the vendor cannot find suitable replacements for Key Staff during the timeframe indicated. Would OGS be opened to a less punitive provision that allows for a reasonable period to replace a Key Staff member and if that is not possible, to change termination for cause to something less onerous, such as termination for convenience? In light of the fact that many of the mini bids would be Fixed Price, the risk is on the Vendor to maintain the skilled staffing needed to deliver.	Please see Section 5.10.1 of the amended Solicitation.
524	Solicitation	5.10.1 Item 3	28	Would the state consider changing these requirements only apply to key staff, or at least be limited to staff that will regularly engage the customer? On a fixed-price project, since the contractor is responsible for creating quality deliverables, they should be allowed some discretion as to the types of people required to create these deliverables.	OGS respectfully declines the requested changes.
525	Solicitation	5.10.1 Staffing Changes	28	Being able to identify replacement resources within 3 business days is unrealistic from an HR perspective. Would that State amend the RFP to allow for 45 days to present replacement resource options?	Section 5.10 has been partially updated in the amended Solicitation. Section 6 of the Solicitation has been amended. Please note the Authorized User is provided discretion as to this timeframe.
526	Solicitation	5.10.1 Staffing Changes	28	In section 5.10.1 Staffing Changes of the RFP, please replace “immediately” with “promptly” in item 3.	OGS respectfully declines the request change.
527	Solicitation	5.10.1 Staffing Changes	28	All bullets - Since the Contractor is providing a fixed fee project service, and not staff augmentation services, we respectfully request that the provision of resumes for replacement staff be limited to one or more suitably qualified candidates. The provision of the project and its deliverables/milestones is the critical service, not selection of the specific staff by the Authorized user.	OGS respectfully declines the requested change. Please see Section 5.10.1 of the amended Solicitation as it has been partially modified.
528	Solicitation	5.10.1 Staffing Changes	29	In section 5.10.1 Staffing Changes of the RFP, please add the following at the end of item 4. The Authorized User shall not unreasonably withhold approval of replacement candidates.	Please see Section 5.10.1 of the amended Solicitation.
529	Solicitation	5.10.1 Staffing Changes	28-29	Vendor requests that the following staffing changes be excluded from approval by the State – consultant is promoted or moved to another position within the organization; consultant leaves the organization; consultant is out on disability or otherwise unable to perform its obligations hereunder; the consultant is separated from the organization either voluntarily or involuntarily.	OGS respectfully declines the requested amendment and notes that most of these staffing changes are already included in 5.10.1.
530	Solicitation	5.10.2	28	Vendor takes exception to 5.10.2. We cannot agree to name key personnel nor can we agree to having the State approve every replacement or provide 3 candidates within 3 days.	OGS respectfully declines the requested amendment, however, it has updated portions of Section 5.10 in the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
531	Solicitation	5.12 Confidentiality and Privacy Policies and Laws	31	In section 5.12 Confidentiality and Privacy Policies and Laws of the RFP, in the first sentence add the following after "The Contractor shall": ", to the extent applicable,".	Please see Section 5.12 of the amended Solicitation.
532	Solicitation	5.14 - Required Insurance	33	While the coverage limits are generally acceptable and Vendor maintains sufficient insurance typical of a multi-billion dollar corporation, modification of its insurance policy to accommodate some of the conflicting details (e.g., crime would involve additional cost that would make entering into the contract with the State an untenable arrangement. Vendor will provide a detailed explanation of those conflicts in its proposal or earlier if requested by the State.	This approach is not acceptable. A vendor is requested to submit the required insurance document in accordance with the terms and conditions of this Solicitation.
533	Solicitation	5.14 Insurance	31	The insurance section has a number of provisions which may be modified with the approval of OGS. Please confirm that the vendor may propose acceptance of those modifications to the insurance section in its bid response.	No. A vendor is requested to submit the required insurance document in accordance with the terms and conditions of this Solicitation.
534	Solicitation	5.14 Insurance	31	Please confirm that the submission of an ACORD form meeting the requirements of this section will be acceptable evidence of insurance for all required policies, except for Workers Compensation insurance.	OGS can generally confirm this statement is correct, with the exception of Workers Compensation Insurance AND Disability Benefits Coverage. However, OGS cannot confirm that the certificate submitted by any vendor will be acceptable until Solicitation Submission review.
535	Solicitation	5.14 Insurance	31	Please confirm that the vendor only needs to disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this solicitation or any Contract resulting from this solicitation	The solicitation provides: "Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy." Based upon this requirement, all deductibles/self-insured retentions must be disclosed, not just those that materially changes the coverage required by this solicitation or any Contract resulting from this solicitation. In addition, any exclusions to the policy that materially changes the coverage required by this solicitation or any Contract resulting from this solicitation need to be disclosed.
536	Solicitation	5.14 Insurance	31	Please confirm that it is acceptable to include The People of the State of New York, its officers, agents, and employees as additional insureds.	This request is acceptable.
537	Solicitation	5.14 Required Insurance	31	In section 5.14 Required Insurance of the RFP, please make the following revisions. We have a robust insurance policy and can comply with most provisions included in the RFP; however, some provisions are not consistent with our policies. In the first paragraph, replace "no later than" with "within reason after".	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
538	Solicitation	5.14 Required Insurance	30-36	<p>Insurance: The Bidder would first propose that Insurance utilized in a State-wide Contract provide sufficient flexibility to reflect both the state of the current market Insurance for certain tiers of Contractors. The Bidder believes that State should provide for Authorized Users to modify Insurance provisions to reflect the specific nature of a particular project and the status of a particular Contractor. As an proposal, the Bidder offers the following language to reflect a reasonable, market relevant approach to Insurance: (a) Contractor will maintain the following insurance coverage with insurance companies that maintain an AM Best rating of A – or higher: i) Workers Compensation according to statutory requirements and Employers Liability Insurance with limits of US \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. Contractor agrees that its insurer will waive rights of subrogation against the other Party. (ii) Commercial General Liability Insurance, including coverage for bodily injury, death, damage to tangible property and contractual liability with limits of US \$1,000,000 per occurrence and US \$2,000,000 in the aggregate. (iii) Business Automobile Liability Insurance, with limits of US \$1,000,000 and including coverage for owned, non-owned, hired and leased automobiles used in the performance of the work. (b) Contractor agrees to name the State as an additional insured on Contractor's Commercial General Liability Insurance policy for claims resulting from Contractor's negligence. Contractor's policy will be primary and the State's policy will be non-contributing to the extent necessary for Contractor to meet its obligations under this Agreement</p>	<p>The insurance requirements are based upon standard requirements used by State governmental entities and the limits are assigned to correspond with the potential exposure created by the work or operations that are the subject of the Contract. Endorsements are also available which allow for the provision of such notice. The Workers' Compensation requirements in the solicitation come from the New York State Workers' Compensation Law and cannot be amended.</p> <p>Accordingly, OGS respectfully declines all requested changes in this question.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
538 (continued)				<p>(continued from above).</p> <p>(c) Within 10 days of the execution of this Agreement, Contractor will provide certificates of insurance to State evidencing compliance with this section. Contractor will cause its insurers to endeavor to provide 30 days prior written notice of cancellation to the State.* In the case where the State is unable to consider the aforementioned provisions as applicable, the Bidder proposes that many of the operational requirements associated with Insurance be modified to reflect the financial capabilities of many Contractors. The Bidder proposes the following changes to the Insurance procedural mandates: - Contractor's insurers will notify the Contractor of policy cancellation and the Contractor, in turn, can notify the Client. The Insurer will not notify the Client/ Authorized User. Certificates of Insurance evidencing the renewal insurance policies are not available before the policy renews. - Contractors will not disclose their deductible, retention or other policy details as this is proprietary information. Certificates of insurance are provided in electronic form and there is no "original" - Mandates concerning insurance policies should be clear that the Contractor's policies cover the Contractor's liability alone. - Private Contractors maintain corporate insurance and thus cannot state that their terms will "not change". Contractors will maintain the required insurance and should be given the opportunity for notice and cure before drastic remedial action is taken by any State entity; the risk of failure by certain tiers of Contractors is very low.- Contractors do not disclose deductibles, retention or other specific policy details in the public domain as this is proprietary information. A Contractor's corporate SIR's and deductibles are never subject to third party approvals.- The Authorized User cannot, in any reasonable context, seek to impose the same insurance obligations, types and limits on smaller subcontractors.- Additional insured is possible on the General Liability and Auto Liability policies. A Contractor is able to include parties as additional insureds where required by contract without specifically endorsing the accompanying policies. To the degree applicable to the particular Contract or Mini-Bid, IT Services Contractors do not manufacture a product and additional insured status for the products/completed operations is not relevant to the scope of services contemplated to be provided.- Insurance mandates under the Contract should not obligate a party to "obtain" Insurance for this Contract (or any Mini-Bid) in particular. The Contractor will agree to maintain its existing corporate insurance policies and will not purchase project specific insurance.</p>	

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
539	Solicitation	5.14 Required Insurance	31-37	<p>Subparagraph 3. Second full paragraph. Brokers do not provide advance notice of cancellation, material change, etc. Vendor requests that this be changed to read "Within thirty (30) days of a cancellation, material change or expiration, Contractor will notify OGS accordingly."</p> <p>Third full paragraph. Brokers do not provide advance notice of expiration or renewal. The renewals take place up to the day. Vendor requests this language be changed to read "within thirty (30) days of an expiration or renewal date..."</p>	Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested changes.
540	Solicitation	5.14 Required Insurance	31-37	See breakdown below	This is not a question.
541	Solicitation	5.14 Required Insurance	pgs. 30 - 36	Vendor has reviewed the insurance requirements contained in the bid #22772 Section 5.14. Vendor will be offering certain minor technical adjustments and clarifications to the insurance requirements in our proposal submission. The adjustments were provided by our insurance carrier and will be technical in nature. The proposed changes will allow Vendor to leverage its existing insurance policies and surety program, while meeting all substantive requirements of the State. If Vendor is selected as a Contractor, we agree to negotiate in good faith the insurance requirements. Will the state grant Vendor the opportunity to discuss the insurance exception areas that require further negotiation or clarification prior to execution of the contemplated Agreement?	No. Such detailed explanation of those conflicts at the time of bid submission is expressly prohibited under this Solicitation. Please see Section 2.2 of the Solicitation. Also, a vendor is required to provide proof of all insurance coverage in accordance with Section 5.14 of the Solicitation.
542	Solicitation	5.14 Required Insurance	31	Vendor can generally comply with the insurance requirements of this section, however Vendor proposes the following: 1) that OGS acceptance of the form of the policies not be unreasonably withheld; 2) that replacement policies be provided as soon as reasonably possible; 3) that the primary insurance and the naming of New York as an additional insured applies to the liability assumed by Vendor under the agreement (i.e. Vendor's fault or negligence) and that in light of naming New York as an additional insured that the right of subrogation be removed from the agreement.	OGS respectfully declines the requested change.
543	Solicitation	5.14.1	31	Not less than 10 days after expiration or renewal, Vendor and Contractors shall supply OGS with updated replacement Certificates of Insurance and amendatory endorsements.	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
544	Solicitation	5.14.1	32	We acknowledges the State's interest in being able to confirm the insurance coverages and types provided by its contractors. However, our insurance policies are not procured on a contract-specific basis, and thus contain coverage specifications that are confidential and not relevant to our work for the State. Thus, as a matter of corporate policy, we do not make our insurance policies publicly available. In the event there are particular insurance coverages or provisions for which the State requires additional information beyond what is provided on our binding certificates, we commit to working with the State to agree upon a mutually acceptable solution. Please revise the requirement as follows: "Disclose any or exclusion to the policy[...]"	A certificate of insurance does not create insurance coverage or confer status as an insured, nor is it part of an insurance policy. Additionally, OGS encourages the entity who asked this question to submit a clarifying question as OGS cannot determine where the language should be placed and what the entity is specifically asking.
545	Solicitation	5.14.1	32	Proposer notes that many insurance carriers do not provide anything but notice of cancellation to additional insureds and that, in some instances, insurers will not even provide that type of notice. Proposer also notes that Professional Liability/Technology E&O Insurance is typically not written to be primary to an additional insured's insurance coverage.	Endorsements are available which allow for the provision of such notice. Specifically, the additional insured requirement does not apply to Workers' Compensation, Disability or Professional Liability coverage. Additional insured status would not be required for Professional Liability/Technology E&O Insurance. Accordingly, OGS respectfully declines the requested changes.
546	Solicitation	5.14.1	32	Our insurance carrier is unable to provide renewal certificates prior to the actual date of renewal. Providing evidence of renewals within 30 days has been an acceptable practice in the past with the State. Please modify the language as follows: "As soon as possible, upon the renewal of the policies, Vendor and Contractors [...]"	Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested change.
547	Solicitation	5.14.1	32	Does a subcontractor have to be named upfront during proposal submission?	No, however, Vendors are reminded to complete Attachment 1 - Administrative Submission, Encouraging NYS Businesses in Contract Performance tab.
548	Solicitation	5.14.1	32	RFP states "Should a Contractor engage a Subcontractor, the Contractor shall require all Subcontractors, prior to commencement of work by the Subcontractor, to secure and keep in force during the term of any Contract resulting from this solicitation, the insurance requirements of this document, as applicable". This requirement may be very restrictive on the ability to hire Small/MWBE businesses, who may not have the levels of insurance required of a Prime and also may not be needed, especially since the State's protection is coming from the Prime contractor. Will OGS remove or substantially modify this requirement to give small businesses the opportunity to participate in these contracts?	Please see Section 5.8.2 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
549	Solicitation	5.14.1	33	6. Self-Insured Retention/Deductibles. We are a financially sound company, as reflected in our annual reports, and is able to absorb our insurance deductibles and would not expect to have to disclose to or obtain approval for these amounts from the State. Additionally, our insurance policies are not procured on a contract-specific basis, and thus contain coverage specifications that are confidential and not relevant to our work for the State. Please remove this requirement.	OGS respectfully declines the requested change.
550	Solicitation	5.14.1	33	Professional/Technology Errors and Omissions is issued on a claim (not occurrence) basis. Please revise accordingly.	OGS has corrected the references to "claim" with regards to the Technical Errors and Omissions Coverage and removed the term "Professional" as it pertains to the title of Technical Errors and Omissions coverage. Please see Section 5.14 of the amended Solicitation.
551	Solicitation	5.14.1	34	Under Crime Insurance clarify that policy shall include coverage for third party fidelity and name the State of New York as third party loss payee	Crime policies shall include coverage for third party fidelity and name "The People of the State of New York, its officers, agents, and employees" as third party loss payees.
552	Solicitation	5.14.1	34	Would OGS consider modifying the requirement for Lot 3 vendors that the necessary insurance will be provided upon award, versus at the time of submission?	OGS respectfully declines the requested change.
553	Solicitation	5.14.1	35	B.b Waiver of Subrogation. Similar to our other contracts we request the State grant a mutual waiver.	OGS respectfully declines the requested change.
554	Solicitation	5.14.1	35	B.b Waiver of Subrogation. Due to the large number of clients, our Insurance Agent would prefer to show evidence of the waiver of subrogation on the insurance certificate. Would this be acceptable to the State in lieu of a fifteen day turnaround for requests after tentative award? This would result in a revision to the text as follows: "A Waiver of Subrogation Endorsement shall be provided with Vendor Submission or upon tentative award, and on the renewal certificates thereafter."	OGS will not allow evidence of the waiver of subrogation to simply be shown on the insurance certificate. A certificate of insurance does not create insurance coverage or confer status as an insured, nor is it part of an insurance policy. OGS will insist on receiving a copy of the relevant waiver of subrogation endorsement.
555	Solicitation	5.14.1	32	Due to the large number of clients, our Insurance Agent will only commit to endeavoring to provide 30 days' notice of cancellation or material change in the policy. Please revise as follows: "Unless otherwise agreed to in writing, policies shall be written so as to include a provision that the insurer will endeavor to provide thirty (30) days' notice for cancellation of any policy. Vendor shall provide thirty day notice of any change to the policy which is deviation from the requirements herein. Materially changed [...]"	Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested change.
556	Solicitation	5.14.1	34 and 35	a) Commercial General Liability Insurance. We are not in the business of providing drilling or services which involve the use of explosives nor is it pertinent to the work anticipated under the contract. Please delete the text "explosion, collapse & underground coverage."	These are standard coverages in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
557	Solicitation	5.14.1 C1 and C2	36	You are requesting vendors seeking to enter into a contract with NYS to provide forms mentioned in sub sections within 3 days of request. Can you please change this to 3 business days of request?	OGS respectfully declines the requested change.
558	Solicitation	5.14.1 General Conditions	32	In section 5.14.1 General Conditions, replace "Unless otherwise agreed to in writing, policies shall be written so as to include a provision that the policy" with "Policies". Delete ", materially changed, or not renewed". Replace "Not less than thirty (30) days prior to the expiration date renewal date" with "Upon renewal".	OGS respectfully declines the requested change.
559	Solicitation	5.14.1 General Conditions	33	Under item 6.6. <i>Self-Insured Retention/Deductibles</i> : Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed.	OGS respectfully declines the requested change.
560	Solicitation	5.14.1 General Conditions	33	In the paragraph above B. Insurance Requirements on page 33, replace "As applicable" with "The Commercial General Liability" and "or" with "as reflect in".	OGS respectfully declines the requested change.
561	Solicitation	5.14.1 General Conditions	33	Under B. Insurance Requirements, in Lot 1 and Lot 2 requirements, replace "Not less than \$2,000,000" with "Not less than \$1,000,000" in both instances. Under Professional/Technology Errors and Omissions, delete "Technology" and replace "occurrence" with "claim".	OGS respectfully declines the requested change.
562	Solicitation	5.14.1 General Conditions	34	Under B. Insurance Requirements, in Lot 3 requirements, replace "Not less than \$5,000,000" with "Not less than \$1,000,000" in both instances. Under Professional/Technology Errors and Omissions, delete "Technology" and replace "occurrence" with "claim".	OGS has corrected the references to "claim" with regards to the Technical Errors and Omissions Coverage and removed the term "Professional" as it pertains to the title of Technical Errors and Omissions coverage. OGS respectfully declines the remainder of the requested changes.
563	Solicitation	5.14.1 General Conditions	34	Under a) Commercial General Liability Insurance: on page 34, delete "independent contractors". Any subcontractors we hire will have their own insurance in compliance with the final insurance provisions in the contract. Also delete the "independent contractors" under the bulleted list on the same page for the same reason.	This is standard coverage in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.
564	Solicitation	5.14.1 General Conditions	34	Under the bulleted list on page 34, delete "Contractor means and methods".	This is standard coverage in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.
565	Solicitation	5.14.1 General Conditions	35	On page 35, delete "c) Waiver of Subrogation Endorsement." Under b) Comprehensive Business Automobile Liability Insurance, delete "owned" as our firm does not own any vehicles.	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
566	Solicitation	5.14.1 General Conditions	35	Under c) Professional/Technology Errors and Omissions, delete "technology" and after "Professional Liability insurance for" insert "claims for".	OGS has corrected the references to "claim" with regards to the Technical Errors and Omissions Coverage and removed the term "Professional" as it pertains to the title of Technical Errors and Omissions coverage. OGS respectfully declines the remainder of the requested changes.
567	Solicitation	5.14.1 General Conditions	35	Under d) Crime Insurance, insert "joint" before "loss payee".	OGS will confirm that Crime policies shall include coverage for third party fidelity and name "The People of the State of New York, its officers, agents, and employees" as third party loss payees. OGS respectfully declines the requested change.
568	Solicitation	5.14.1 General Conditions	32	Delete the following: Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this solicitation or any Contract resulting from this solicitation; Be accompanied by an Additional Insured and a Waiver of Subrogation Endorsement as required herein; Only original documents (Certificates of Insurance, endorsements & other attachments) or electronic forms, which can be directly traced back to the insurance carrier, agent or broker via e-mail distribution or similar means, will be accepted. 4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User for any claim arising from a Contractor's work under any Contract awarded as a result of this solicitation, or as a result of a Vendor or Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the Vendor/Contractor's insurance.	OGS respectfully declines the requested changes.
569	Solicitation	5.14.1(B)	33	Attached please find Vendor's Certificate of Insurance evidencing current coverage. Vendor would like to revise the coverage requirements to fit what it has.	OGS respectfully declines the requested change.
570	Solicitation	5.14.1, #3	31	Should OGS want a certificate the endorsement would reference cancellation and nothing else. We can provide notice to OGS in the event our policies are cancelled or materially changed..	Endorsements are available which allow for the provision of notice in the event of cancellation and material change. Accordingly, OGS declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
571	Solicitation	5.14.1, #3	31	Proposed Bid Deviation: Bidder and Contractors shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Upon the expiration date or renewal date, Bidder and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements. Explanation of Deviation: Insurance renews upon policy expiration. Carriers may not be able to renew policies 30 days prior to expiration. After providing the renewal submission data to the carriers, we do not have control over the carrier's timing for renewal. We will always renew our coverages; there will not be any gaps in coverage.	Endorsements are available which allow for the provision of notice in the event of cancellation and material change. Accordingly, OGS respectfully declines the requested changes.
572	Solicitation	5.14.1, #3	31	Proposed Bid Deviation: Bidder and Contractors shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect. Upon the expiration date or renewal date, Bidder and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements. Explanation of Deviation: Insurance renews upon policy expiration. Carriers may not be able to renew policies 30 days prior to expiration. After providing the renewal submission data to the carriers, we do not have control over the carrier's timing for renewal. We will always renew our coverages; there will not be any gaps in coverage.	Endorsements are available which provide for the provision of such notice. Accordingly, OGS respectfully declines the requested change.
573	Solicitation	5.14.1, #3	31	Should OGS want a certificate the endorsement would reference cancellation and nothing else. We can provide notice to OGS in the event our policies are cancelled or materially changed..	OGS respectfully declines the requested change.
574	Solicitation	5.14.1, #3	31	Proposed Bid Deviation: Strike "disclose....solicitation" Explanation of Deviation: The ACORD certificate of insurance does not disclose all deductibles or exclusions within the policies. We would like to provide our blanket additional insured endorsement and the waiver of subrogation.	OGS respectfully declines the requested change. However, the State does accept blanket additional insured endorsements if they provide the requisite coverage. Whether or not the vendor's particular endorsements are sufficient would need to be determined after review of the specific forms.
575	Solicitation	5.14.1, #3	31	Proposed Bid Deviation: Strike "disclose....solicitation" Explanation of Deviation: The ACORD certificate of insurance does not disclose all deductibles or exclusions within the policies. We would like to provide our blanket additional insured endorsement and the waiver of subrogation.	OGS respectfully declines the requested change. However, the State does accept blanket additional insured endorsements if they provide the requisite coverage. Whether or not the vendor's particular endorsements are sufficient would need to be determined after review of the specific forms.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
576	Solicitation	5.14.1, #4	31-32	<p>Proposed Bid Deviation: The general liability coverage apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User for any claim arising from a Contractor's work under any Contract awarded as a result of this solicitation, or as a result of a Bidder or Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the Bidder/Contractor's insurance.</p> <p>Explanation of Deviation: Our general liability policy is the only policy that contains both the primary and non-contributory feature.</p>	OGS respectfully declines the requested change.
577	Solicitation	5.14.1, #4	31-32	<p>Proposed Bid Deviation: The general liability coverage apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User for any claim arising from a Contractor's work under any Contract awarded as a result of this solicitation, or as a result of a Bidder or Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the Bidder/Contractor's insurance. Explanation of Deviation: Our general liability policy is the only policy that contains both the primary and non-contributory feature.</p>	OGS respectfully declines the requested change.
578	Solicitation	5.14.1, #5	32	<p>Proposed Bid Deviation: User may treat such failure as a breach or default of the Contract.</p> <p>Explanation of Deviation: We understand the importance of carrying insurance. As mentioned before, we will always maintain insurance. We will make all efforts to ensure the customer receives our current insurance certificate. Upon initial certificate issuance, We will request from its broker to have renewal certificates automatically issued for the customer. We request that no payments be withheld for insurance related issues.</p>	OGS respectfully declines the requested change.
579	Solicitation	5.14.1, #5	32	<p>Proposed Bid Deviation: User may treat such failure as a breach or default of the Contract.</p> <p>Explanation of Deviation: We understand the importance of carrying insurance. As mentioned before, we will always maintain insurance. We will make all efforts to ensure the customer receives our current insurance certificate. Upon initial certificate issuance, We will request from its broker to have renewal certificates automatically issued for the customer. We request that no payments be withheld for insurance related issues.</p>	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
580	Solicitation	5.14.1, #6	32	Proposed Bid Deviation: Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed. Bidder and Contractors shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. Explanation of Deviation: The ACORD certificate of insurance will not disclose all deductibles within policies. As the prime vendor, we will disclose these amounts to the customer.	OGS respectfully declines the requested change.
581	Solicitation	5.14.1, #6	32	Proposed Bid Deviation: Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed. Bidder and Contractors shall be solely responsible for all claim expenses and loss payments within the deductible or self-insured retention. Explanation of Deviation: The ACORD certificate of insurance will not disclose all deductibles within policies. As the prime vendor, we will disclose these amounts to the customer.	OGS respectfully declines the requested change. A Vendor is instructed that the disclosure method proposed via this question shall not be allowed.
582	Solicitation	5.14.1, B	34	Proposed Bid Deviation: We request the language be changed to capture the understanding that the general liability shall be maintained for 3 years. Our general liability coverage renews each year.	OGS respectfully declines the requested change. A Vendor is instructed that the disclosure method proposed via this question shall not be allowed.
583	Solicitation	5.14.1, B	34	Proposed Bid Deviation: We request the language be changed to capture the understanding that the general liability shall be maintained for 3 years. Our general liability coverage renews each year.	OGS respectfully declines the requested change. The Solicitation provides that insurances needs to be maintained at all times during the term of the contract.
584	Solicitation	5.14.1, B., a), 1.	34	Solicitation Language: Explosion, collapse and underground hazardsQuestion: This is not applicable per the above comment regarding vendors not being construction contractors. Will OGS include a clarifying statement via the Q/A process? Solicitation Language: Contractor means and methods. Question: This is not applicable per the above comment regarding vendors not being construction contractors. Will OGS include a clarifying statement via the Q/A process?	This is standard coverage in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
585	Solicitation	5.14.1, c.	34	<p>Solicitation Language: Professional Liability insurance in the amount of \$2,000,000.00 for damages arising from computer related services including the following: consulting, data processing, programming, system integration, software development, installation, distribution or maintenance, systems analysis or design, training, staffing or other support services, any electronic equipment, computer hardware or software developed, manufactured, distributed, licensed, marketed or sold.</p> <p>Question: Hardware is not covered under an E&O policy; this language does not track with the way insurance policies are written. Will OGS issue a clarifying statement via the Q/A process?</p>	The coverage required is for the services provided in connection with the enumerated list.
586	Solicitation	5.14.1, d) Crime Insurance	34-35	<p>Proposed Bid Deviation: d) Crime Insurance Policy Limit: \$50,000.00</p> <ol style="list-style-type: none"> 1. The policy shall include coverage for all directors, officers, agents and employees of the Contractor. 2. The policy shall include coverage for third party fidelity. <p>Explanation of Deviation: Loss payee designation is for property policies not crime.</p> <ol style="list-style-type: none"> 3. The policy shall include coverage for extended theft. <p>Explanation of Deviation: Crime coverage does not cover mysterious disappearance.</p> <ol style="list-style-type: none"> 4. The policy shall not contain a condition requiring an arrest and conviction. 5. Delete # 5. <p>Explanation of Deviation: Crime coverage does not cover computer crime/fraud.</p>	Loss payee designation is available for crime insurance. Coverage for mysterious disappearance is available for crime insurance. OGS respectfully declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
587	Solicitation	5.14.1, d) Crime Insurance	34-35	<p>Proposed Bid Deviation: d) Crime Insurance Policy Limit: \$50,000.00</p> <p>1. The policy shall include coverage for all directors, officers, agents and employees of the Contractor.</p> <p>2. The policy shall include coverage for third party fidelity. Explanation of Deviation: Loss payee designation is for property policies not crime.</p> <p>3. The policy shall include coverage for extended theft. Explanation of Deviation: Crime coverage does not cover mysterious disappearance.</p> <p>4. The policy shall not contain a condition requiring an arrest and conviction.</p> <p>5. Delete # 5. Explanation of Deviation: Crime coverage does not cover computer crime/fraud.</p>	<p>Loss payee designation is available for crime insurance. Crime policies shall include coverage for third party fidelity and name "The People of the State of New York, its officers, agents, and employees" as third party loss payees.</p> <p>Coverage for mysterious disappearance is available for crime insurance.</p> <p>The ISO Commercial Crime Coverage form includes coverage for computer fraud.</p> <p>Accordingly, OGS respectfully declines the requested changes.</p>
588	Solicitation	5.14.1. A.3.	31	Insurance carriers generally will not provide notice of cancellation to any party other than the first named insured on the policy. As such, we are not able to guarantee that a 30 day advance notice of cancellation will be provided to a certificate holder.	Endorsements are available for the provision of such notice. Accordingly, OGS respectfully declines the requested change.
589	Solicitation	5.14.1. A.3.	31	Vendor does not agree to any waiver of subrogation in our contracts. If the provision is necessary, Vendor could agree to a mutual waiver of subrogation on our commercial General Liability policy. Suggest: • Be accompanied by an Additional Insured Endorsement as required herein;	OGS respectfully declines the requested change.
590	Solicitation	5.14.1. A.3.	31	Vendor can provide a copy of our General Liability blanket additional insured endorsement which would include OGS as an additional insured on our policy per the terms of the resulting contract. Please note that no additional coverage would be provided by an endorsement referencing the OGS name beyond what is afforded by the blanket endorsement.	The State does accept blanket additional insured endorsements if they provide the requisite coverage. Whether or not the vendor's particular endorsements are sufficient would need to be determined after review of the specific forms.
591	Solicitation	5.14.1. B.a	33	Vendor does not agree with providing a waiver of subrogation endorsement.	OGS respectfully declines the requested change.
592	Solicitation	5.14.1. B.b.	34	Vendor proposes removing Waiver of Subrogation paragraph.	OGS respectfully declines the requested change.
593	Solicitation	5.14.1.A.2	31	Vendor requests an exception to add the following clause subsection (2) 'Policy Forms' - . . . ", except for Crime and E&O including Data Security, which are written on a Claims Made basis."	OGS has corrected the references to "claim" with regards to the Technical Errors and Omissions Coverage and removed the term "Professional" as it pertains to the title of Technical Errors and Omissions coverage. Please see Section 5.14 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
594	Solicitation	5.14.1.B	33	Please consider decreasing the General Liability requirements to 2 million or less. The high values stated in this RFP are unnecessary for many projects that will be issued through this contract, and place undue burden on vendors, the cost of which may be then passed back to NYS. 5 recent RFPs from NYS did not have insurance limits this high. Also based on the future Minibids the insurance amount can be increased if warranted by the Minibid.	OGS respectfully declines the requested change.
595	Solicitation	5.14.1.B	33	Please consider removing the General Liability requirements from this contract, and instead require each agency to set the minimum at the minibid level. The high values stated in this RFP are unnecessary for many projects that will be issued through this contract, and place undue burden on vendors, the cost of which may be then passed back to NYS.	OGS respectfully declines the requested change.
596	Solicitation	5.14.1.B	33	Please consider decreasing the Crime insurance requirements. The high values stated in this RFP are unnecessary for many projects that will be issued through this contract, and place undue burden on vendors, the cost of which may be then passed back to NYS. 5 recent RFPs from NYS did not require Crime Insurance. Also based on the future Minibids issued the insurance amount can be adjusted by the authorized user.	OGS respectfully declines the requested change.
597	Solicitation	5.14.1.B	33	Considering extremely high cost of holding Crime coverage, please consider removing it. Upon review of many of the contracts issued recently by various NYS agencies (Integrated Eligibility, ITS Transformation, OGS Marketplace, OCFS Connections, OPWDD EHR), you will see the none of them required Crime coverage. To require it on this contract, without considering the needs of each individual project, places undue burden on vendors, the cost of which may be passed back to NYS.	OGS respectfully declines the requested change.
598	Solicitation	5.14.1.B	33	Please consider removing the requirement of submitting proof of coverage for insurance for Lot 3 at time of submission. The cost of the requested insurance can be \$40k+ per year, so to require it prior to a Minibid award, may deter potential vendors, creating a decreased level of competition for NYS.	OGS respectfully declines the requested change.
599	Solicitation	5.14.1.B	34	Request that Waiver of Subrogation requirement be deleted. Contractor retains significant up front liability in fronted policies. Therefore waiving the right of our insurers to seek recoveries from customers and/or other third parties for damages arising out of their negligence can result in a significant financial loss and thus potentially impact the pricing case.	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
600	Solicitation	5.14.1B Insurance Requirements	32	Our firm carries Commercial General Liability insurance of \$1,000,000 each occurrence, not \$2,000,000 required for Lots 1 and 2. This limit is acceptable to all our other clients and appears to be industry-standard. Increasing it would incur significant cost and, in our view, is not necessary for a contract of this nature or for projects within the dollar limits of Lots 1 and 2. Can the requirement be met with a combination of primary and excess/umbrella policies?	The limit can be met with a combination of primary and excess/umbrella policies. The solicitation provides: "Limits may be provided through a combination of primary and umbrella/excess liability policies."
601	Solicitation	5.14.1B Insurance Requirements	32	If the Commercial General Liability insurance requirement cannot be met with a combination of primary and excess/umbrella policies, would the State consider lowering the requirement to \$1,000,000 each occurrence?	The limit can be met with a combination of primary and excess/umbrella policies. The solicitation provides: "Limits may be provided through a combination of primary and umbrella/excess liability policies."
602	Solicitation	5.14.1B Insurance Requirements	33	Our firm carries Business Automobile Liability Insurance of \$1,000,000 each occurrence, not \$2,000,000 required for Lots 1 and 2. This limit is acceptable to all our other clients and appears to be industry-standard. Increasing it would incur significant cost and, in our view, is not necessary for a contract of this nature or for projects within the dollar limits of Lots 1 and 2. Can the requirement be met with a combination of primary and excess/umbrella policies?	The limit can be met with a combination of primary and excess/umbrella policies. The solicitation provides: "Limits may be provided through a combination of primary and umbrella/excess liability policies."
603	Solicitation	5.14.1B Insurance Requirements	33	If the Business Automobile Liability Insurance requirement cannot be met with a combination of primary and excess/umbrella policies, would the State consider lowering the requirement to \$1,000,000 each occurrence?	The limit can be met with a combination of primary and excess/umbrella policies. The solicitation provides: "Limits may be provided through a combination of primary and umbrella/excess liability policies."
604	Solicitation	5.14.A.3 and A.6	32-33	Vendor requests an exception to remove the requirement in subsection (3) that Certificates of Insurance must disclose "deductible, self-insured retention, aggregate limit" that materially changes the coverage required by this solicitation. Similarly, we request the first sentence of subsection (6), "Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Deductibles or self-insured retentions above \$100,000 are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed," be removed as well. Vendor is happy to provide other types of documentation verifying our continued compliance with the State's insurance requirements, but typically cannot disclose deductibles and self-insured retentions. Moreover, because we serve multiple clients, we cannot agree to have deductibles/self-insured retentions be subject to a single Client's approval.	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
605	Solicitation	5.14.A.7	33	Vendor requests an exception clarifying the additional insured requirement also does not apply to "Crime" insurance.	The additional insured requirement does not apply to the crime insurance requirement. Crime policies shall include coverage for third party fidelity and name "The People of the State of New York, its officers, agents, and employees" as third party loss payee.
606	Solicitation	5.15 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	36	<p>"OGS has determined that the overall MWBE participation rate for MWBEs on the contracts resulting from this solicitation shall be 20% of the State Agency and Authority (as defined in New York State Executive Law §310 and hereinafter referred to as "State Agency") spend." "State Agencies will seek an overall 20% or greater MWBE participation rate based on all acquisitions made throughout the term of the contracts awarded hereunder."</p> <p>Will the State consider whether Bidders may establish teaming relationships with MWBEs awarded contracts under this solicitation to meet MWBE targets?</p>	As stated in section 5.15, MWBE goals will be set at the transaction level by a State Agency (as the term is used in section 5.15). Joint ventures are prohibited under the centralized contract. It is unclear what is referenced by a "teaming" relationship.
607	Solicitation	5.15.1 A 7	33	If the insurance policy of the Prime states that it also covers subs as other covered entities, will that meet the insurance requirements for the subs? For example, it does not seem reasonable if a sub is doing a \$250K project that they be required to carry E&O insurance with a \$5 or \$10 million limit. That is prohibitively expensive.	Please see Section 5.8.2 of the amended Solicitation.
608	Solicitation	5.16.1	38	The report format is mentioned but very few details are provided. Would OGS provide a copy of the required format? Once the required format is provided, Contractors would like an opportunity to ask questions regarding the format if needed.	Contractors will be provided an opportunity to ask questions regarding the format if needed but may not take exception to the contents requested by OGS.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
609	Solicitation	5.16.1	38	Quarterly Reports. Total Sales Reporting is due quarterly, 15 days after the end of each calendar quarter. For Lots 2 and 3, collecting that data could be very time consuming. Would NYS consider revising that requirement to allow reporting due 30 days or 45 days after the end of each calendar quarter?	OGS accepts the change to 30 days. See amended section 5.16.1
610	Solicitation	5.16.1	38	In order to allow Contractors enough time to prepare quarterly reports for both direct and reseller transactions, would OGS change the deadline for these reports from 15 to 45 days after the close of each calendar quarter?	OGS changed the requirement to 30 days. See amended section 5.16.1
611	Solicitation	5.16.1	39	Will OGS consider allowing for the report of Contract Purchases to be generated every six months instead of quarterly to reduce admin burden and cost in supprting the overall contract?	OGS respectfully declines the requested change.
612	Solicitation	5.16.1	39	The RFP mentions that if the capabilities are implemented, vendors may be required to submit reports via the NYS Statewide Financial System (SFS) Portal. Please provide details on how this process would work and what would be required of the vendors.	Those details are not available since the capabilities have not been implemented.
613	Solicitation	5.2 Appendix B	22	In section 5.2, subsection II. Dispute Resolution Procedures, A. Informal Dispute Resolution Process, item 3, the RFP states "...then the matter shall be submitted to the State's Contract Administrator and the Contractor's senior officer of the rank of Vice President or higher as its representative." Our firm does not have the title of "Vice President" in our organization. Please clarify if this could mean another high ranking official in our firm such as "Vice Chair" or "Line of Business leader".	Please refer to amended Solicitation Section 5.2.II.A.3.
614	Solicitation	5.2 Appendix B II. Dispute Resolution Procedures A. Informal Dispute Resolution Process and B. Formal Dispute Process	21-25	Vendor requests the exclusion of any dispute involving its "Intellectual Property" from the Dispute resolution.	OGS respectfully declines the requested amendment. Intellectual property issues are already excluded from the informal dispute resolution process. Further, the provision states that the dispute resolution provisions do not limit or impair the rights of the vendor to seek remedies through the judicial process.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
615	Solicitation	5.2 5.21	40	<p>Proposer believes but cannot guarantee that its services and deliverables shall be accessible to persons with disabilities. Proposer cannot guarantee that any third-party software acquired by OGS complies with New York State Enterprise IT Policy NYS-P08-005.</p> <p>Because each of Proposer's client engagements is unique, it cannot agree to comply with any "best pricing offer" or other similar concepts.</p>	Section 5.20 does not require a Vendor to certify third party software. It requires that any web-based information and application development of programming comply with the policy requirements. With respect to the second question regarding best pricing offer, OGS respectfully declines the requested amendment.
616	Solicitation	5.2(II)(B)	22	Please clarify that participation in the Formal Dispute Process outlined in this section is optional for either party.	The Dispute Resolution procedures are set forth as a contractual provision and as such are not discretionary once invoked by a party.
617	Solicitation	5.21.1 Price Increases: (Pricing not Benchmarked to GSA Supply Schedule b. Escalation Cap	40-41	<p>The RFP states:</p> <p>"b. Escalation Cap: Such adjustment shall in no event exceed the lesser of two (2%) percent of the Contractor's current NYS pricing as found in the OGS Centralized Contract or the percent increase in the latest copy of the "National Consumer Price Index for All Urban Consumers (CPI-U)," as published by the U.S. Department of Labor, Bureau of Labor Statistics, Washington, D.C. 20212. In no event can prices exceed the Contractor's published U.S. Commercial List price."</p> <p>Vendor requests this section to be deleted in its entirety and replaced with the following: "Such adjustments shall not increase during the Term by more than three percent (3%) per annum, or the standard government published cost of living increase, whichever is greater, on an annually compounded basis."</p>	OGS respectfully declines the requested change.
618	Solicitation	5.21.2	40	The 2% maximum adjustment appears low compared to other NYS solicitations. Other recent solicitations allow for an adjustment not to exceed 3%. Proposer requests maximum adjustment to not exceed 3%.	OGS respectfully declines the requested change.
619	Solicitation	5.21.2	41	Price Increases – a cap of 2% on rates for the term of this proposed contract appears to be very restrictive on the ability of a vendor to achieve a reasonable return on investment, especially if financial conditions change over the term. Would OGS consider a rate escalation based on CPI only?	OGS respectfully declines the requested change.
620	Solicitation	5.21.2 - Price Increases	40	Is the cap on price increases limited to the first three year term of the contract? If not, Vendor will take exception and require that it either have the right to adjust its prices by more than 2% at the of the three year contract term or that it have the right to not renew the contract at the end of a term.	Section 5.21 of the Solicitation states that pricing will be fixed for the first twelve (12) months of the Contract term only. Solicitation Section 5.5 provides a Contractor with the right to decline a contract extension.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
621	Solicitation	5.21.2 Price Increases: (Pricing not Benchmarked to GSA Supply Schedule)	40	The Bidder would propose to establish a default approach regarding rate escalations to better reflect existing market conditions. In particular, Contractors should be able to adjust rates based upon well-established market conditions that reflect the requirements to provide service in the State of New York. Will the State consider and allow a Bidder to use other New York Contracts as a reference for price increases?	OGS respectfully declines the requested change.
622	Solicitation	5.21.2.b	41	Given the complexity and uncertainty associated with these projects imposing a maximum two percent increase may impact Contractors ability to respond to Tier 2 mini bids and thus limit the State's basis of qualified contractors. Will OGS consider removing the 2% annual price escalation cap or increase it to 5%?	OGS respectfully declines the requested change.
623	Solicitation	5.21.2b	41	The CPI adjustment for this agreement is noted as two percent while three percent is utilized in other OGS contracts and is generally considered standard. What is the rationale on this reduction and would OGS change the CPI adjustment for this agreement to match existing contracts?	OGS respectfully declines the requested change.
624	Solicitation	5.4.1 B	33	Could OGS further define the Crime Insurance requirement? We have been told by our agent that we may not be able to secure coverage because of the broad definition of crime.	The crime insurance coverage should provide coverage for things such as: employee dishonesty coverage, forgery or alteration coverage, computer fraud coverage, funds transfer fraud coverage money and securities coverage and money orders and counterfeit money coverage. In addition, the policy should meet all the requirements set forth in the solicitation. Crime policies shall include coverage for third party fidelity and name "The People of the State of New York, its officers, agents, and employees" as third party loss payees.
625	Solicitation	5.8(2)	27	Proposer requests that OGS allow a successful vendor to prohibit its subcontractors performing work under a contract with OGS from directly contracting with an Authorized User while it is performing work for such Authorized User on behalf of the successful vendor.	OGS respectfully declines the requested amendment.
626	Solicitation	5.8.2	26	Vendor requests an exception to clarify that a "Subcontractor" for the purposes of the solicitation and any subsequently awarded Contract/Purchase Orders, shall refer to those subcontractors retained to fulfill tasks/perform work specific to this Contract.	Please see Appendix B section 2.ff for the definition of subcontractor.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
627	Solicitation	5.8.2	27	5. The rates between the Contractor and the State will be a matter of public record; however, the financial terms between the Contractor and the Subcontractor are not typically released to third parties. Accordingly, please confirm that any financial elements contained within the subcontract may be redacted in the copy provided to the State or Authorized User.	Please see amendment to section 5.8 of the solicitation.
628	Solicitation	5.8.2	27	The solicitation states that the subcontractor must pass through all terms and conditions of the contract, including but not limited to Appendix A, to any lower tier subcontractors - If, for example, a Lot 1 vendor acts as a sub to a Prime vendor on a Lot 3 project, we assume you are not requiring the Lot 1 vendor to meet all terms and conditions of the Prime vendor. Is that correct? Insurance requirements would preclude this participation because it is not feasible for a small business to carry insurance with the limits required of a Lot 3 Prime vendor.	Please see amendments to section 5.8 of the Solicitation.
629	Solicitation	5.8.2	27	<p>Many New York State contracts hold the vendor responsible for performance and do not mandate specifically what vendors include in the terms of their subcontracts. As the vendor is ultimately responsible for all services performed and in direct contractual relationship with the State, these specific provisions required in the subcontract and specific flow-downs are costly to implement, provide neither tangible benefit nor offer any additional protection to the State.</p> <p>Contracts between a prime and a sub are—and should be allowed to remain—confidential, as the pricing, terms and other information in a contract are the confidential information of the two parties. This should not be required to be shared for competitors to see. This is not a requirement in the HBITS contract and for consistency should not be in this contract either.</p>	Please see Section 5.8.2 of the amended Solicitation. Additionally, OGS cannot provide a response to the second issue based on the information provided.
630	Solicitation	5.8.2 Subcontracting	27	Can subcontractors be added at the mini-bid (tier2) level? Must they be pre-approved by the OGS or AU before submittal of the taks order response?	Subcontractors are to be identified as part of the mini-bid process. OGS does not pre-approve a Prime Vendor's subcontractors.
631	Solicitation	5.8.2.3	26	This section imposes the most severe contract penalty, that of default termination, for "failure to disclose the identity of any and all Subcontractor(s) used by the Contractor as required hereunder...". In light of that, we ask for clarification of the base requirement, i.e., where is subcontract disclosure required 'hereunder'? Is this meant to apply to any and all subcontractors, or only those which meet a certain criteria?. In any event, we recommend that this language be changed to read "If disclosure of certain Subcontractors is required by the Authorized User, failure to make such disclosure may, at the sole discretion of the Authorized User..". Significance of subcontractor involvement will vary from project to project.	Please see amendments to section 5.8 of the Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
632	Solicitation	6.1 Authorized User's Statement of Work	41	Please clarify the relationship between NYS Discretionary Purchasing Guidelines and the mini-bid process for Lot 1. Specifically, if an Authorized User is obligated to distribute the Mini-Bid to all qualified Vendors in Lot 1, how does Discretionary Purchasing apply?	Discretionary purchasing will not apply to transactions under this centralized contract. OGS is encouraging both competition and increased vendor participation.
633	Solicitation	6 Authorized User Overview and Mini-Bid Process	41	When a Mini-Bid RFP is issued, will a vendor be able to team (prime/subcontract relationship) with another vendor who has been awarded a contract under this solicitation?	Please see Section 5.8.3 of the amended Solicitation.
634	Solicitation	6.1.1	42	For the benefit of those Authorized Users who are not familiar with fixed price contracts it would be useful to amend the second sentence of this section to indicate that just as there will be no increase in cost to the Authorized User, there will be no decrease in cost to the Authorized User.	OGS respectfully declines the requested change.
635	Solicitation	6.1.1		Most Favored Customer. Please clarify how the most favored customer clause will be applied to this contract since the SOWs are all fixed priced (not time and materials or a bulk number of hours). Will the MFC rates be audited?	This appears to be a reference to the Request for Comment that was issued in July 2014, not the Solicitation. The term Most Favored Customer does not appear in this Solicitation.
636	Solicitation	6.1.1 Fixed Price	42	Please confirm that each mini-bid will be a true Fixed Price, specifically that the Contractor will be paid the total value bid for the deliverables, irrespective of total hours used to deliver them (whether more or less hours).	Each mini-bid will be a true Fixed Price. Payments will be made in accordance with Section 7.11 and Appendix B of the Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
637	Solicitation	7.10 Travel, Meals and Lodging	45	<p>The RFP indicates "Contractor assumes all liability and cost for all transportation, meals and lodging required to locate, or relocate, resources to New York State for the purposes of providing services under this contract. Contractor staff will not be separately reimbursed for expenses incurred for travel to and from a designated work location (commuting expenses).</p> <p>During the course of a Project the Contractor may be required to perform services at a location other than the assignment's designated work location (e.g., the designated work location is the Authorized User's main offices in the Corning Tower on the Empire State Plaza, however, the Contractor is required to attend a meeting in New York City). In such cases, with the prior written approval of the Authorized User, the Contractor shall be reimbursed for mileage, lodging and meals to the extent authorized by the NYS Office of the State Comptroller as further set forth at: http://www.osc.state.ny.us/agencies/travel/reimbrate.htm."</p> <p>We have noted a discrepancy between the RFP which states that contractor will not be separately rebutted for travel, and the statements made at the bidders conference, which indicated that travel would be separately reimbursed per comptroller policy. We are seeking clarification on whether travel will be separately reimbursed.</p>	<p>When provided for in the Mini-Bid and resultant Authorized User Agreement, the State or Authorized Users may reimburse travel expenses. All rules and regulations associated with this travel can be found at http://osc.state.ny.us/agencies/travel/travel.htm. In no case will any travel reimbursement be paid that exceeds these rates. All travel will be paid only as part of a deliverable specified within the Authorized User Agreement and must be billed with that associated Invoice with receipts attached. Please refer to amended Solicitation Section 7.10 Travel, Meals and Lodging.</p>
638	Solicitation	7.10 Travel, Meals and Lodging	45	<p>In order to provide the Authorized User with highly specialized and skilled resources for some types of project, it is likely that the resources will need to travel to the delivery location. (1) Is it permissible to submit a rate card that specifies costs for a local delivery resource, and for a travelling resource? (2) The reference cost information for price reasonableness is generally for rates that do not include any travel costs, and those contracts provide for separately invoiced travel expenses.</p>	<p>(1)No, it is not permissible to propose pricing in this manner. See updated Solicitation section 7.10 (2) See the revised Solicitation Attachment 2 - Financial Submission.</p>
639	Solicitation	7.10 Travel, Meals and Lodging	45	<p>Will the State allow Contractors to perform work in other locations, including locations outside of the continental United States provided that all State Data (including PII and other Citizen Data) is not transferred outside of the United States?</p>	<p>No. Please see Sections 5.8.4 and 7.6.8 of the amended Solicitation.</p>
640	Solicitation	7.10 Travel, Meals and Lodging	45	<p>Will the State allow Contractors to perform work in other locations, including locations within the continental United States provided that all State Data (including PII and other Citizen Data) is not transferred outside of the United States?</p>	<p>Yes, however please see Sections 5.8.4 and 5.9 of the amended Solicitation.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
641	Solicitation	7.10 Travel, Meals and Lodging	46	During the Bidder's conference there were numerous questions surrounding travel. This section indicates that travel will not be reimbursed except in cases where the Authorized User's designated work location needed to be changed during an engagement. However, during the pre- bidder's conference, the implication was that travel would be reimbursable in accordance the NYS Travel regulations. In a global economy where resources are coming from numerous locations, a prohibition on travel, meals, and lodging is not feasible. Please modify this provision to provide that all travel, meals, and lodging as approved in advance by the Authorized User will be reimbursed in accordance with: http://www.osc.state.ny.us/agencies/travel/reimbrate.htm	When provided for in the Mini-Bid and resultant Authorized User Agreement, the State or Authorized Users may reimburse travel expenses. All rules and regulations associated with this travel can be found at http://osc.state.ny.us/agencies/travel/travel.htm . In no case will any travel reimbursement be paid that exceeds these rates. All travel will be paid only as part of a deliverable specified within the Authorized User Agreement and must be billed with that associated Invoice with receipts attached. Please refer to amended Solicitation Section 7.10 Travel, Meals and Lodging.
642	Solicitation	7.11 Payment Schedule	46	Fixed Fee contracts often have deliverable based payments. Will the State consider allowing Contractors to invoice each deliverable as they are approved as opposed to limiting contractors to one invoice per month?	Please refer to the amended Solicitation Section 7.11 Payment Schedule
643	Solicitation	7.11 Payment Schedule	46	The Project Plan is defined as "A formal, approved document used to guide both project execution and project control. The primary uses of the project plan are to document planning assumptions and decisions, facilitate communication among stakeholders, and document approved scope, cost, and schedule baselines". A payment schedule is typically included in a Contract or State of Work (SOW) prior to the start of work. Can the State confirm whether the Project Plan takes the place of a SOW or is the Project Plan expected to be a deliverable once a project begins?	An Authorized User will determine whether a Project Plan is required. The Solicitation, including Attachment 5 and Attachment 6 have been amended to clarify this change.
644	Solicitation	7.11 Payment Schedule	46	The RFP states: "Payment schedule shall be based on the final Project Plan as negotiated by the Authorized User and Contractor. Payment is only to be made after the deliverable within the Project Plan is accepted by the Authorized User. A Contractor may submit no more than one invoice per month. Invoices must include cumulative retainage holdback. Invoices submitted to an Authorized User must include backup documentation as defined in the negotiated Project Plan." Vendor respectfully requests the 4th sentence to be removed from this section.	OGS respectfully declines the requested change.
645	Solicitation	7.5 Contractor Responsibilities	43	For large contracts that are not subject to this process (e.g. >\$25M), will the State consider procuring portions of the services within those contracts under the Mini-Bid RFPs that will be issued under this contract (e.g. certain types of work in whole like penetration testing)? Are there any restrictions or conflicts of interest?	Projects that exceed \$25,000,000 are not authorized under this contract. An alternative procurement methodology must be used to acquire such services.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
646	Solicitation	7.5.2	43	Section 7.5.2, 7.10, etc. indicate that the contractor assumes responsibility for all costs for items such as H1B filing, travel, etc. Does this apply to fixed price contracts? In other words, if the contractor submits a fixed price proposal including these items, but the price is still less than other bids, is the contractor still prohibited from covering such direct costs under the fixed price?	The resulting contract does not permit separate line item costs for H1B filing and non-travel expenses. A Contractor is prohibited from including these items as a direct cost under a fixed price proposal.
647	Solicitation	7.5.2	44	Please clarify whether OGS will permit successful vendors to use offshore personnel to provide services under a contract with OGS.	All services must be performed within the continental United States. Please see Section 5.8.4 of the Solicitation.
648	Solicitation	7.5.2 Eligibility to Work	43	Would NYS OGS consider using global / off shore resources for code development work where there was no production data involved?	No. Please see Section 5.22 of the amended Solicitation.
649	Solicitation	7.5.3	44	Additional Requirements #4 – Mandatory training required by Authorized User "...may not be reimbursed to the Contractor...". Is this requirement saying that Contractors are required to send staff to Authorized User training free of charge?	No, not necessarily. The Authorized User will specify mandatory training in the Mini-Bid document for the Vendor to consider when submitting its proposal. Please see amended Solicitation Section 7.5.3.
650	Solicitation	7.5.3	44-45	Unless the proposed training is de minimis, Proposer believes that the successful vendor should be compensated for its consultants' attendance at such training sessions.	The Authorized User will specify mandatory training in the Mini-Bid document for the Vendor to consider when submitting its proposal.
651	Solicitation	7.5.3	44-45	Proposer does not believe that an Authorized User should be able to specify the manner or method in which a successful vendor's consultants perform their work. Such a requirement would vitiate the successful vendor's status as an independent contractor for OGS, which would neither be in OGS nor the vendor's best interests.	Section 7.5.3 of the Solicitation sets forth minimum requirements for the performance of services. These requirements do not specify the manner or method for the vendor to perform work, but instead provide the Authorized User with the ability to define the work product it wishes to receive. For example, if the Authorized User wishes to receive in person knowledge transfer services augmented with written documentation, section 7.5.3.5 provides the ability to so advise the vendor.
652	Solicitation	7.6 #2	45	Would the state consider restricting the policies identified to those staff working at a state facility? Would the state consider restricting other policies, such as leave, to key staff? Would the state consider removing the language on time card reporting? RFP Section 3.1 states that time and materials and staff augmentation projects are out of scope and this contract is for fixed price deliverable engagements only.	Please see Section 7.6 of the amended Solicitation.
653	Solicitation	7.6 #3	45	Would the state consider limiting the need to notify authorized users of absences to key staff only?	Please see Section 7.6 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
654	Solicitation	7.6 Authorized User Engagement Requirements, #2	45	Please explain why the Contractor's staff would be subject to the Authorized User approval for any leave. This is an employment decision, and as the Contractor is providing fixed price deliverables, not clear why the Authorized User would have staff management responsibilities as if this were a staff augmentation contract.	Agreed, please see Section 7.6 of the amended Solicitation.
655	Solicitation	7.8 - Retainage	44	Retainage – is it the State's intention to apply an across the board 20% retainage or will that number be subject to negotiation in the mini-bid? Vendor would like the ability to negotiate payment milestones per contract. Vendor does not bill for work not completed, so we would take exception to a 20% retainage of each invoice.	Retainage is a right reserved by the State on behalf of the Authorized User. It is established at the mini-bid level and may be a negotiable item.
656	Solicitation	7.8 Retainage	44	Is the "Authorized User" allowed to retain less than 20% based on the negotiated contract?	Yes. The maximum amount that the Authorized User can retain is 20% per Deliverable payment.
657	Solicitation	7.8 Retainage	45	The RFP states: "As part of the Mini-Bid, the Authorized User may elect to retain a percentage of each individual Deliverable payment of no more than 20% until the acceptance of the complete project. This retainage may be reduced as described in the Mini-Bid, when the Contractor substantially reduces the time required from the timeframes negotiated between the Authorized User and the Contractor for the completion and acceptance of a Deliverable." Vendor respectfully requests this section to be removed.	OGS respectfully declines the requested change.
658	Solicitation	7.8 Retainage	45	A 20% retainage on a \$25 million contract will exclude some vendors from being able to participate in the mini-bid process. Would the State consider, consistent with industry trends, reducing the retainage ceiling to 10% to ensure robust competition?	Section 7.8 sets forth the maximum, not minimum, retainage that an Authorized User may seek. It further provides that an Authorized User may utilize a reduction in the retainage at their discretion. OGS respectfully declines to make the requested change.
659	Solicitation	7.9 Reasonableness of Price	45	First full paragraph. Vendor requests the language in the last sentence be changed to state that "Not to Exceed" hourly rates offered to New York State at or below the "Not to Exceed" rates offered under GSA	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
660	Solicitation	Appendix B	19	<p>In connection with a project, it might be necessary/desirable and would certainly be cost beneficial to OGS for the consultant to provide deliverables that contain content previously developed by the vendor. This allows OGS to obtain the benefit of all of the vendor's prior knowledge and expertise that has been previously developed and can be reused for the benefit of the project. Would OGS consider language that would allow for this scenario for the benefit of the State. Suggested language:</p> <p>Contractor agrees that Consultants are engaged to perform services and that the Authorized User shall have full and complete ownership of all tangible deliverables prepared by such Consultant solely and exclusively for the Authorized User pursuant to a project plan. If, in the course of performing services, Contractor provides deliverables (including reports, studies, base cases, drawings, findings, manuals, procedures, and recommendations) previously developed by Contractor ("Pre-existing Work"), Contractor grants the Authorized User a non-exclusive, non-transferable, royalty-free (subject to payment for the services) right to use the Pre-existing Work solely for internal use and as necessary to enjoy the benefit of the services as stated in the project plan. Vendor and any applicable suppliers or licensors will retain exclusive ownership of such Pre-existing Work, and will own all intellectual property rights; title; and interest in any ideas, concepts, know-how, documentation, and techniques associated with such Pre-existing Work.</p>	While OGS respectfully declines the requested amendment, please see amendments made to Appendix B section 68.
661	Solicitation	Appendix B	1-22	Vendor requests any clauses in Appendix B referencing Software, Software Licenses, Software viruses, New Product Releases, Public Works Contracts, Building Contracts, Products, Product Delivery, Shipping, Shipping Charges, be cited as "Not Applicable" to a result contract for solicitation " Project Based Information Technology Consulting Services (statewide).	OGS has amended Appendix B to address the issue raised in this question.
662	Solicitation	Appendix B	56, et seq.	<p>Proposer notes that Appendix B contains many terms that refer to software licensing and goods or other services that are not going to be provided under this centralized contract. (EXAMPLES: Articles 9 - Building Services Contracts; 14 - Of Equal; 17 - Pricing; 19 - Site Inspection; 21 - Samples; 35 - Shipping/Receipt of Product; 41 - Repaired or Replaced Parts/Components; Entire Section - THE FOLLOWING CLAUSES PERTAIN TO TECHNOLOGY & NEGOTIATED CONTRACTS</p> <p>These terms are not necessarily applicable to the services being provided under this centralized OGS contract. As such, proposer requests that OGS permit Authorized Users to waive certain provisions of the centralized contract and, in such instances, allow their specific contracts with successful vendors to supersede the centralized contract.</p>	While OGS respectfully declines the requested amendment, it has amended Appendix B in accordance with this question.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
663	Solicitation	Appendix B - 11	60	Proposer notes that, as is customary, an Authorized User should be responsible for any sales or use taxes due on services rendered under the contract.	OGS respectfully declines the requested amendment. See section 11 of Appendix B for additional information.
664	Solicitation	Appendix B - 18	61	Proposer takes exception to the requirement that it provide technical schematics and updates thereof on a no charge basis during the contract term.	OGS respectfully declines to make the requested amendment.
665	Solicitation	Appendix B - 27d	62-63	Proposer takes exception to the hold harmless requirement in this Section. Proposer can only agree to indemnify the State for certain types of third-party claims arising out of its services, such as certain types of IP rights infringement claims and claims arising out of its breach of its confidentiality obligations under the resultant contract.	OGS respectfully declines the requested amendment.
666	Solicitation	Appendix B - 27e	63	Proposer does not believe its execution of a contract with OGS should affect its contracts, if any, with other NY state agencies.	OGS respectfully declines the requested amendment.
667	Solicitation	Appendix B - 29	63	Proposer does not believe that OGS should have the ability to make unilateral scope changes on a fixed bid project. Proposer's bid is going to reflect its assumption that the project scope will remain static or change only if agreed to by both OGS and Proposer.	Please see amendments to Appendix B section 29. Vendor is advised to prepare its submission for the centralized contract in accordance with the solicitation.
668	Solicitation	Appendix B - 32	63	Proposer believes that no new terms and conditions should be contained in the purchase orders unless explicitly agreed to in writing by the contractor and that any new terms contained in a purchase order that have not been mutually agreed upon should be void. Any information requirements should also be specified in the contract or statement of work. Proposer does not believe the contractor should have the burden of notifying OGS if it does not receive a purchase order	In response to the first comment, Appendix B Section 32 provides the Contractor with the ability to reject a purchase order that contains terms and conditions that conflict with the centralized contract. With respect to the second comment, this does not apply as this is not an Agency Specific Contract.
669	Solicitation	Appendix B - 42	65	Proposer will work cooperatively with OGS to provide appropriate staffing on the project but does not believe that OGS should retain unilateral discretion over which proposer's personnel perform work on the project unless such personnel engage in willful misconduct.	OGS respectfully declines the requested amendment.
670	Solicitation	Appendix B - 43	65	Proposer requests that it be permitted to assign its right to payment pursuant to a banking or surety agreement.	OGS respectfully declines the requested amendment. Please see Appendix A section 2 and the language in Appendix B section 43 stating that the "State shall not hinder, prevent or affect assignment of money by a Contractor for the benefit of its creditors."
671	Solicitation	Appendix B - 45	65	Proposer does not believe a performance or bid bond is necessary for this project. With respect to a performance bond, Proposer believes that its professional liability insurance policy, which includes coverage for breach of contract claims, would provide adequate protections to OGS in the event of a default. A performance bond or bid bond requirement would have an upward effect on the pricing Proposer can offer OGS.	Please see Section 5.22 of the amended Solicitation.
672	Solicitation	Appendix B - 46	65	Proposer does not believe that, on a fixed fee project, OGS should have the ability to suspend work absent a breach of contract by the contractor.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
673	Solicitation	Appendix B - 47(a)	65-66	Proposer believes that a set cure period should be provided in the contract itself.	OGS respectfully declines the requested amendment.
674	Solicitation	Appendix B - 47(b)	66	Proposer would want any notice period for a termination for convenience to be specified in the final contract. In the event of a termination for convenience, Proposer would only be able to provide deliverables for which it has been paid.	Please see the amendment to Appendix B section 47.b.
675	Solicitation	Appendix B - 47(f)	66	Proposer would expect that its directors and officers would be permitted to exercise any legal and evidentiary privileges available to them in connection with providing the testimony contemplated by this section without putting the contract at risk of termination.	OGS respectfully declines to provide legal advice regarding the interplay between this contractual provision and any legal or evidentiary privileges.
676	Solicitation	Appendix B - 48	66	Proposer does not believe that OGS should be able to cancel the contract at its discretion in the event it deems that a delay or failure could jepordize the value of the contract or in the event of "extreme and unforeseen volatility in the marketplace."	OGS respectfully declines the requested change.
677	Solicitation	Appendix B - 50(b)	67	Proposer believes that it should be able to reserve the right to terminate for non-payment within 30 days of an invoice date.	OGS respectfully declines the requested change.
678	Solicitation	Appendix B - 51(a)-(b)	67	Proposer's standard payment terms are NET 30 days of an invoice date.	OGS respectfully declines the requested change. Payment terms for state agencies are set forth in the State Finance Law. See Appendix B Section 51.
679	Solicitation	Appendix B - 52 (a) - (c)	68	Proposer believes that, at a minimum, OGS should only have the right to obtain cover/substitute performance at Proposer's expense up to a certain amount.	Please see Appendix B section 63 for information regarding the limitations on liabilities under the resulting contracts.
680	Solicitation	Appendix B - 52(b)	68	Proposer believes that any dispute over quality or uncured performance should immediately be escalated pursuant to the Disputes clause before payments are withheld.	OGS respectfully declines the requested amendment.
681	Solicitation	Appendix B - 52(d)	68	Proposer does not believe that it should be required to reimburse OGS for costs over which it has no control. Proposer believes that its liability for breach of a contract should be capped at the amounts paid under the statement of work under which liability arose.	OGS respectfully declines the requested amendment. Please see Appendix B section 63 for information regarding the limitations of liability under the resulting contracts.
682	Solicitation	Appendix B - 56	68	Proposer would need advance notice of any such policies before it could agree to this section.	Appendix B section 56 has been amended to obligate the Authorized User to provide information regarding security requirements in the Mini-Bid.
683	Solicitation	Appendix B - 57	68	Proposer can agree to provide reasonable cooperation with third-parties pursuant to this section.	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
684	Solicitation	Appendix B - 59(a)Appendix B - 59 (c)Appendix B - 59 (e)	686969	Proposer cannot agree to provide the pass through warranties as contemplated by this section. The warranties offered by Proposer for each project are customized based on agreed upon pricing. Proposer requests inclusion of a disclaimer of implied warranties of merchantability and fitness for a particular purpose in the OGS centralized contract. Proposer does not believe it would be appropriate for a warranty period to be tolled in the event of discovery of a defect. Proposer does not believe that the warranties offered for its deliverables should be impacted by those provided by third-party software providers. Proposer cannot provide a virus warranty for software that it is not licensing to OGS.	While OGS respectfully declines the requested amendments, please see amendments made to section 59 of Appendix B.
685	Solicitation	Appendix B - 61	70	Proposer can only agree to indemnify OGS for certain types of third-party claims, such as those arising out of its breach of its confidentiality obligations or personal injury and tangible property damage claims for which it is responsible.	OGS respectfully declines the requested amendment.
686	Solicitation	Appendix B - 63	70	Consistent with industry standard, Proposer's standard limitation of liability is for fees paid under the statement of work under which liability arose. Proposer does not agree that OGS should have any setoff rights under this section.	OGS respectfully declines the requested amendment.
687	Solicitation	Appendix B Article 43. Assignment	10	Vendor requests that divestitures, mergers and/or acquisitions be cited as not requiring prior written request from the State.	OGS respectfully declines the requested amendment. Please see State Finance Law section 138 for additional information on this statutory requirement.
688	Solicitation	Appendix B General Specifications - 52. Remedies for Breach	13	In section 52. Remedies for Breach delete "including reasonable attorneys' fees" (in line 9).	OGS respectfully declines the requested amendment.
689	Solicitation	Appendix B General Specifications - 56. Security	13	In regards to section 56. Security, we will cooperate with the State in regards to security procedures but we would need to know what the security procedures of particular Authorized Users are in order to be able to determine if it can comply with them.	Appendix B section 56 has been amended to obligate the Authorized User to provide information regarding security requirements in the Mini-Bid.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
690	Solicitation	Appendix B General Specifications - 9. Confidential/Trade Secret Materials	4	In Appendix B General Specifications, under 9. Confidential/Trade Secret Materials, subsection b. Commissioner or Authorized User, after “its agents,” insert “affiliates” and at the end of the first sentence insert: “other than subcontractors and vendors, unless disclosure is required by law, legal process, or applicable professional standards. If disclosure is required by law, legal process, or applicable professional standards, Contractor shall provide advance notification to the State. “	Please see Appendix B, section 9 of the amended Solicitation.
691	Solicitation	Appendix B General Specifications - The Following Clauses Pertain to Technology & Negotiated Contracts	17	Most of the terms in this overall section (clauses 65 to 73) concern software or hardware deliverables. However, RFP section 1.3, explicitly states that software and hardware are not covered by this Centralized contract (they are out-of-scope work). Please delete these provisions as N/A (or at least clarify that that these provisions do not apply to the services to be provided under the Centralized contract).	Appendix B has been amended to partly address this issue.
692	Solicitation	Appendix B General Specifications -59. Warranties	15	In section 59. Warranties, replace “industry” with “applicable professional”.	OGS respectfully declines the requested amendment.
693	Solicitation	Appendix B General Specifications -59. Warranties	15	In In section 59. Warranties, add new “h” as follows “Disclaimer of Warranties. Except as otherwise stated herein, Contractor makes no warranties of any kind or nature, whether express or implied, including, but not limited to, warranties of merchantability, or fitness for a particular purpose or use.”	Please see amendment to Appendix B section 59.
694	Solicitation	Appendix B General Specifications -61. Indemnification		In section 61. Indemnification, delete “solely” in the first paragraph and in the last paragraph insert the following at the end: “, pending and subject to a determination by the court”.	While OGS respectfully declines the requested amendments, please see amendments to Appendix B section 61.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
695	Solicitation	Appendix B General Specifications -62. Indemnification Relating to Third Party Rights	15	In section 62. Indemnification Relating to Third Party Rights, insert the following at the end of "a)": " , or by reason of the use of the Products other than for the purposes for which they were delivered or other than in accordance with the instructions and documentation supplied by Contractor".	OGS respectfully declines the requested amendment.
696	Solicitation	Appendix B Article 17. Pricing	5	<p>f. Vendor requires this clause to be changed and replaced with the following:</p> <p>f. Discount Products Offered on GSA Schedule: Contractor shall provide Authorized Users of this Contract with a discount level equivalent to the discounts offered under the then-current US General Services Administration (GSA) schedule for the Contractor's service categories currently offered on the GSA schedule. The Parties agree the Authorized User(s) reserve the right to seek greater discounts for transactions greater than \$500,000.</p> <p>Products Not Offered on GSA Schedule: Service categories that are not available under Contractor's GSA schedule shall be offered under this Contract at the same discount percentage off Contractor's commercial list price as the discount percentage of the GSA service categories.</p> <p>Price decreases shall take effect during the contract term and apply to Purchase Orders submitted within thirty (30) days of:</p> <p>(i) Commercial Price List Reductions: Where NYS rates are based on a discount from Contractor's list prices, within thirty (30) days Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term; or</p> <p>(ii) Special Offers/Promotions Generally: Where Contractor generally offers more advantageous special price promotions or special discount pricing to other customers during the Contract term for a similar quantity, and the maximum price or discount associated with such offer or promotion is better than the discount or Net rate otherwise available under this Contract, such better price or discount shall apply for similar quantity transactions under this Contract for the same duration of such general offer or promotion; and</p> <p>(iii) (Continued on the following row)</p>	OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
697	Solicitation	Appendix B Article 17. Pricing (continued)	5	<p>(Continuation of proposed language for the previous question)</p> <p>(iii) Special Offers/Promotions to Authorized Users: Contractor may offer Authorized Users, under either this Contract or any other Contracting vehicle, competitive pricing which is lower than the NYS Net Price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract pursuant to the foregoing paragraph (ii).</p> <p>Unless otherwise specified in the Bid Specifications, Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User without being in conflict with, or obligation to comply on a global basis, with the terms of this clause.</p>	OGS respectfully declines the requested change.
698	Solicitation	Appendix B Article 47. Termination		<p>Subparagraph a) For Cause. Vendor requests the following be added to this clause: If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination, subject to the provisions of Appendix A.sub-paragraph c) For violation of Section 139-j and 139-k – Vendor requests the following be added: "If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination, subject to the provisions of Appendix A."Sub-paragraph d) For Violation of Section 5-a of the New York State Tax Law: Vendor requests the following be added to this section: If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination, subject to the provisions of Appendix A.</p>	OGS respectfully declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
699	Solicitation	Appendix B Article 59. Warranties	13-14	<p>Subparagraph c. Product Warranty for Deliverables</p> <p>Contractor requests this section be replaced with the following: Contractor warrants that any Deliverable provided pursuant to a contract will conform to the Statement of Work for a period of thirty (30) days from date of delivery.</p> <p>Subparagraph g. Workmanship Warranty: Contractor requests the Warranty period for services be changed from 90 days to 30 days, which is industry standard. Further, Contractor requests the following be added to this section: "Authorized User shall provide written notice of a warranty claim within thirty (30) days of date of delivery ("Notice") of the Services or claimed defective or in the case of a Deliverable, the date of delivery, that gave rise to the warranty claim. If Notice is not provided to Contractor that a breach occurred and/or if milestone or acceptance forms are signed by the Authorized User, then the Deliverable or Services will be deemed delivered in accordance with the warranty obligations. EXCEPT AS SET FORTH IN THIS SECTION, NO OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THIRD PARTY WARRANTIES, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY AND NONINFRINGEMENT AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE MADE BY CONTRACTOR."</p> <p>Contractor requests the following be added to this section: "In the event of a breach by Contractor of the above Warranty section, Authorized User's remedy, at Contractor's discretion and in consultation with Authorized User, shall be to re-perform the Services at no additional charge to the Authorized User or to refund the applicable fees paid which correspond to the Services or applicable Deliverable. These remedies are contingent upon the following: (i) that the Deliverable has not been modified by the Authorized User; and (ii) that the alleged breach did not result from Authorized User's failure to abide by its obligations defined in the applicable Statement of Work or terms under this Contract."</p>	<p>While OGS respectfully declines the requested changes, please see amendments to Appendix B section 59.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
700	Solicitation	Appendix B Article 68. Ownership/Title to Project Deliverables	19-21	<p>Contractor is providing experts in various areas of Information Technology. It is that expertise that the State of New York as well as other State, Local and the Federal Government benefit from when hiring consultants. The methodologies, processes and procedures are either developed at private expense or learned over time and other engagements. While Contractor understands the State's need to ensure tax payer dollars are protected, the "ownership" of the Intellectual property hereunder is not beneficial to the State. Contractor requests the following language be inserted and replace the existing language in this section: "Contractor Intellectual Property" means Deliverables, business processes, software, tools, databases, data, materials, information, and any derivatives or modifications thereof, which includes, without limitation any and all patents, copyrights, trademarks, trade secrets, and other intellectual property rights therein, that are either (i) owned at anytime (ii) developed independently of the Services (iii) licensed from a third party. "Authorized User Intellectual Property" means Confidential Information and any agency requirements, materials, information and/or intellectual property owned or licensed that is provided by the Authorized User, which includes, without limitation all patents, copyrights, trademarks, trade secrets, and other intellectual property rights that may be accessed or used during the provision of Services but in all cases excludes any Contractor Intellectual Property." Authorized User shall retain all rights in and to Authorized User Intellectual Property, including all Authorized User Intellectual Property that may be contained in the Deliverables, and such rights shall remain vested in Authorized User. "Contractor shall retain all rights in and to all Contractor Intellectual Property and such rights shall remain vested in Contractor.</p> <p>(continued on the next row)</p>	<p>While OGS respectfully declines this amendment, please see Appendix B section 68 for amendments.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
701				<p>(continued from the previous row)</p> <p>"If information or materials are used by a party in the performance of its obligations in the Agreement, such use of information or materials shall not transfer ownership of that information or materials to the other party.</p> <p>"Authorized User shall have the right to modify or adapt the Deliverables, excluding any Packaged Work Product ("PWP") as required or deemed appropriate by Authorized User ("Modifications"), however any such Modification shall render void any warranties or indemnities provided by Contractor and its licensors or subcontractors.</p> <p>"Contractor grants to Authorized User, a non-exclusive, limited, non-transferable license to use the Deliverables and Modifications for internal business purposes subject to terms of the Agreement. Where the Deliverables or Modifications are to be used in conjunction with Contractor software then the license to use the Deliverables or Modifications shall be consistent with the usage limitations as set out in the license agreement for such CA software."</p>	See response to Question #700.
702	Solicitation	Appendix B, Section 62	70	At the beginning of the second paragraph, request the language be changed to read "The Authorized User shall give the Contractor the opportunity to take over...". This reflects the previous versions of this clause. In order to provide this indemnity, we must be allowed to control the defense and settlement, including mitigation efforts.	Please see amendments to Appendix B section 62.
703	Solicitation	Appendix B - 17	60	Because each of Proposer's client engagements is unique, it cannot agree to comply with any "best pricing offer" or other similar concepts.	OGS respectfully declines the requested amendment.
704	Solicitation	Attachment 2		Does Pricing submitted by vendors impact how and if vendors are selected for a Tier 1 award on this procurement or no? If yes, how does it factor in?	Yes. In order to receive an award under this solicitation, a Vendor must demonstrate to OGS that the prices offered are "reasonable". Attachment 2 - Financial Submission is used to collect the proposed contract pricing and to organize the supporting documentation to demonstrate that the prices are reasonable.
705	Solicitation	B (a)	34	<p>General Liability:</p> <p>- Additional Insured on General Liability – To meet your requirements, attached are two forms that we would like to submit for approval. The first is the form that we would have endorsed onto the policy for the entity and the second is a blanket form that complies with the "completed operations" requirement.</p> <p>** (see email attachments)</p>	OGS cannot "pre-approve" forms. The vendor is encouraged to propose alternate Solicitation language or direct questions during the 2nd inquiry phase.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
706	Solicitation	General		Will NYS provide orientation for all vendors approved in Lots 1, 2 and 3 to ensure that all vendors understand the NYS vision for the OCG contract, key terms, required processes for bids, key contacts, required processes for awarded contracts, etc.?	OGS will take this request under advisement for Contract Management purposes, but cannot commit to such an orientation as a condition of this Solicitation and the resultant contract(s).
707	Solicitation	General		Please clarify and confirm statements made at the pre-bid conference that if contractor provides a scope defining the anticipated number of hours required as a measure of "level of effort" in response to a mini-bid, the hours are not relevant to work or payments due under the mini-bid, which are to be based solely on deliverable and/or fixed price payment structure. E.g., if a contractor quotes a level of effort of 100 hours under a mini-bid, but the actual hours worked actually amount to 200 or 70, the contractor will only be paid at the agreed upon fixed-price/deliverable amount regardless of actual hours worked. If the work takes 200, the contractor will only be paid at the fixed price awarded, and if the work takes 70 hours, the payment is still at the fixed price award to incentivize the contractor to complete early or on-time and the authorized user would not be entitled to a credit.	The hours are relevant to payments under the mini-bid in that the hours proposed will be utilized to determine the price of the deliverable. OGS will confirm the following statement is accurate: "If the work takes 200, the contractor will only be paid at the fixed price awarded, and if the work takes 70 hours, the payment is still at the fixed price award to incentivize the contractor to complete early or on-time and the authorized user would not be entitled to a credit."
708	Solicitation	General		Will the questions and answers become part of the definitive contract between the State and contractor?	The solicitation shall be amended in accordance with the answers provided, but a copy of the question and answer document will not be incorporated into the resulting contract.
709	Solicitation	General		Administrative Fees. Please confirm that there are no administrative fees due to NYS under this contract. If there are fees, how much are they.	There are no administrative fees assessed under this contract.
710	Solicitation	General		Will the State and contractor be required to execute a contract post award?	Yes. Please see section 5.3 of the amended Solicitation.
711	Solicitation	Insurance 2-B	36	Form DB-120.1, Certificate of Disability Benefits Insurance. The Vendor/Contractor must request that its insurance carrier send this form to OGS - Is OGS amenable to having the vendor send the form directly to OGS?	The requirements in the Solicitation come from the NYS Workers' Compensation Board and cannot be altered. Accordingly, OGS respectfully declines the requested change.
712	Solicitation	Insurance 5.14.1	31	Policy Forms - Will OGS accept professional liability written on a "claims" basis rather than occurrence basis?	OGS has corrected the references to "claim" with regards to the Technical Errors and Omissions Coverage and removed the term "Professional" as it pertains to the title of Technical Errors and Omissions coverage. Please see Section 5.14 of the amended Solicitation.
713	Solicitation	Insurance 5.14.1	32	"Policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice to OGS, except in cases of cancellation for non-payment, in the event of which notice shall be provided as required by law to OGS". This clause contains a burden that insurance companies may not agree to. Rather than the insurance company providing written notice is OGS amenable to the vendor providing 30 days written notice?	Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
714	Solicitation	Insurance 5.14.1	32	Not less than thirty (30) days prior to the expiration date or renewal date, Vendor and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements - Vendors are often negotiating policy terms up to the expiration date. Would OGS consider changing this to 5, or preferably 10, business days post-renewal?	Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested change.
715	Solicitation	Insurance 5.14.1 - section 4	32	All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User - Request to strike section as vendor services do not become part of OGS services.	OGS respectfully declines the requested change.
716	Solicitation	Insurance B-2	36	Form C-105.2 (9/07) if coverage is provided by the Vendor/Contractor's insurance carrier, the Vendor/Contractor must request that its insurance carrier send this form to OGS - Is OGS amenable to having the vendor send the form directly to OGS?	The requirements in the Solicitation come from the NYS Workers' Compensation Board and cannot be altered. Accordingly, OGS respectfully declines the requested change.
717	Solicitation	Minimum Qualifications, Sect. 3.1	13	We concur with the verbal response provided by OGS at the Vendor Pre-Bid Conference, that IT Projects used to document IT Projects as a prime vendor will be admissible as long as those projects meet the requirements of timeframe and dollar amount of the associated lot. Could OGS please confirm that the sole criteria for admissible IT Projects is satisfying dollar amount and timeframe thresholds?	Please see Section 3.1 of the amended Solicitation. Qualifying criteria include in-scope projects, dollar amount, and timeframe thresholds.
718	Solicitation	N/A	1, 2	Which section should these pages be submitted with?	Please see Section 4.1.3 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
719	Solicitation	NA	NA	Add the following clause: Use of Vendors – OGS acknowledges that in connection with the performance of services under the Contract, or an Authorized User Agreement , Contractor may use the services of KPMG controlled entities and/or KPMG member firms to complete the services required by this contract. OGS also acknowledges that in connection with the performance of services under the Contract, or an Authorized User Agreement, Contractor uses vendors within and without the United States to provide at Contractor's direction administrative and clerical services to Contractor. These vendors may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of OGS or an Authorized User. Contractor represents to OGS that each such vendor has agreed to conditions of confidentiality with respect to OGS or Authorized user information to the same or similar extent as Contractor has agreed to pursuant this Contract. Contractor will have full responsibility to cause these vendors to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, OGS consents to Contractor disclosure to a vendor and the use by such vendor of data and information, including but not limited to confidential information, received from or at the request or direction of OGS or an Authorized User for the purposes set forth herein.	OGS respectfully declines the requested amendment.
720	Solicitation	None	N/A	Will OGS allow Contractors to remove skillsets offered at one point on a not to exceed basis that are no longer commercially available downstream?	Changes to contract offerings, including the deleting of products or services, is governed by section 5.6 of the Solicitation and Appendix C, Contract Modification Procedure.
721	Solicitation	None	n/a	If we are accepted to be part of the centralized contract for Lot 2 can a client have a group of projects that equal \$200k in services or does one project have to equal the minimum requirement?	To qualify for a Lot 2 award, a vendor must meet the minimum qualifications stated in Solicitation Section 3.1, which includes 3 governmental projects with a value of \$125K EACH.
722	Solicitation	RFP Cover Sheet	2	The RFP Cover Sheet and those included in Attachments 1, 2, and 3 appear to be duplicative. Are all 4 required? Must all 4 be notarized?	Yes. Each cover sheet is required to be filled out, notarized, and submitted separately.
723	Solicitation	RFP Cover Sheet	1 & 2	Where in the submission package should the completed RFP Cover Sheet be placed?	This should be included in the Administrative Submission. Please see Section 4.1.3 of the amended Solicitation.
724	Solicitation	RFP section 7.8		Retainage of 20% should be eliminated or reduced for Lot 1 being that it is solely for small or MBE/WBES and the amount is only up to 200k. This is a true hardship on small firms.	OGS respectfully declines the requested change.
725	Solicitation	Section 1.1	5	Is there a requirement to respond to a minimum number or percentage of SOWs from authorized users over a period of time?	No.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
726	Solicitation	Section 1.1	5	What was the rationale behind making \$200,000 the Lot 1 contract maximum contract value? Is there consideration for the maximum contract value for Lot 1 being increased to, say, \$1,000,000? There's quite a gap in the maximum contract limits between Lot 1 and Lot 2.	OGS respectfully declines the requested change to Lot 1. The rationale for Lot 1 is to align the \$200,000 maximum value to NYS MWBE and SBE Discretionary values for those entities. All Lot values under this Solicitation are designed to ensure both competition and best value pricing at the mini-bid level.
727	Solicitation	Section 1.1	Page 5	Will the State agree to permit the Contractor to utilize approved, designated value added resellers (VARs), distributors and dealers ("Resellers") to participate as alternate sources for the Contractor provided that such participation would be subject to the Contractor being fully liable for the Reseller's performance and compliance with all the Contract terms and conditions?	No, this practice is outside the scope of the contract and is not permitted.
728	Solicitation	Section 1.2	5	Can you confirm that all work in delivery of SOW's for authorized users must be completed within the US and performed with labor employed at US prevailing wages?	Please see Section 5.8.4 of the amended Solicitation. Regarding the issue of prevailing wages, please be advised that work considered prevailing wage work is excluded from the scope of the contract.
729	Solicitation	Section 1.2	5	Would OGS please clarify if vendors will be grouped into areas of expertise (examples of in scope projects) upon award within the lots based upon experience and areas of expertise as demonstrated in the response?	Vendors will not be grouped into areas of expertise within a specific Lot.
730	Solicitation	Section 1.2 In Scope Projects	6	On pg. 6, the RFP gives a summary of the "in-scope" projects for Mini-Bids – if the vendor bids on IV&V projects, is the vendor then disqualified from bidding other services?	No, a vendor is not disqualified from bidding on other services. However, please see section 2.8 regarding the downstream issues, which are assessed on a transactional basis.
731	Solicitation	Section 1.2 In Scope Projects	6	On pg.6, the RFP gives a summary of the "in-scope" projects for Mini-Bids, can NYS give more clarity to the service called "Data Categorization"?	OGS is not prescribing specific definitions to the In-Scope projects.
732	Solicitation	Section 1.3	6	For Project-Based IT Consulting Services, Vendors very often serve in Staff Augmentation roles, meaning their employees work on-site, at the agency's office, in a consulting type of arrangement. How does OGS define "Staff Augmentation" for the purposes of this bid with regard especially to it being deemed In- or Out- of Scope?	Staff Augmentation is not defined for this Solicitation as it is not applicable. Please review Section 1 of the Solicitation for the scope of this contract.
733	Solicitation	Section 1.4	7	The Key Events and Dates Table states that the Intent to Submit/Vendor Responsibility Certification is due on 11/20/2014, whereas Page 1 of Attachment 7 shows 11/06/2014 as the due date. Which is correct?	Please see revised event time line posted with this document.
734	Solicitation	Section 1.5	8	Do local school districts and public higher education institutions (for example, SUNY or Cal State Universities) qualify as Governmental Entities under OGS' purpose of this definition?	Yes.
735	Solicitation	Section 1.6	Page 7	Will OSG require one invoice for ALL projects or can we submit multiple invoices-i.e..one per project?	Invoicing will be defined on a per-project basis; frequency will be determined by Authorized User and submitted to the Authorized User for reimbursement.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
736	Solicitation	Section 2.14 - Method of Award	12	Page 12 of the Solicitation states: "...it is the intent of OGS to award Centralized Contracts for Project Based IT Consulting Services to all responsive and responsible Vendors offering reasonable rates as determined by OGS." Will OGS determine "reasonableness of rates" based solely on Most Favored Nation (MFN) pricing?	Reasonableness of price will be determined by comparing the prices proposed to prices from other qualifying contracts.
737	Solicitation	Section 2.8 Downstream Prohibition	11	HBITS allows for HBITS Vendor's staff to be "placed" within Authorized Users' IT Teams. Will these HBITS Vendor's placed resources be allowed to develop, contribute to, and/or evaluate Mini-Bid solicitations for which that particular HBITS Vendor is eligible to bid on under #22772?	There are several statutory provisions that might apply under the facts presented. State Finance Law section 163(2) sets forth the operating principle that State procurements must be conducted in a manner that promotes fairness in contracting with the business community. Further, State Finance Law section 163-a, Vendor preparation of specifications for technology procurements; prohibitions, may apply in this instance. Additionally, the Authorized User may have other procurement rules that are applicable to the specific facts. State Finance Law section 163-a is applied on a transactional basis, prohibiting a vendor who prepares and furnishes specifications for a State agency technology procurement to bid on such procurement unless one of the specified exemptions in State Finance Law section 163-a is documented.
738	Solicitation	Section 3	13	Can we include projects for which we were not the prime contractor with a government entity beyond the quality/quantity required to further demonstrate our capabilities?	For qualifications #1 and #2 in each of the three (3) lots, subcontractor experience will be allowed to determination compliance with the qualification. For qualification #3, only Prime Contractor experience will be accepted.
739	Solicitation	Section 3	13	Regarding Out of Scope Services, the RFP states: "IT projects that may be used to document the award of IT projects as a Prime Vendor (as required in Section 3.1) shall not include any of the categories of projects set forth in Section 1.3 Out of Scope Work." Does this mean that, for example, if a Vendor had a contract with a Governmental Entity that included mostly In Scope Services, but also a few Out of Scope Services, that the entire project would be invalid as an example? Or does it mean that the costs of any Out of Scope Services must be subtracted from the Total Project Value for submission purposes?	It means the costs of any Out of Scope Services must be subtracted from the Total Project Value for submission purposes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
740	Solicitation	Section 3	13	The section states "IT projects that may be used to document the award of IT projects as a Prime Vendor (as required in Section 3.1) shall not include any of the categories of projects set forth in section 1.3 Out of Scope Work." T&M is more of a type of contract vehicle vs. work scope. A vendor may have excellent qualifications and completed projects similar to those types of work that is delineated in the solicitation as "in-scope project" on a T&M contract basis. Can the vendor include IT projects as qualifications which are similar to the "in-scope projects" but performed on a Time and Materials contract?	Yes.
741	Solicitation	Section 3	13/14	Are the terms "Prime Contractor" and "Prime Vendor" as described in Section 1.5 Definitions	The terms "Prime Contractor" and "Prime Vendor" are equal in meaning. The Solicitation has been amended to remove references to Prime Vendor.
742	Solicitation	Section 3.1	13	Can you confirm, for the purposes of qualifying in various lots, that a "project" is defined as an engagement over a distinct time period, with project oversight, staffed by more than one consultant, and requires deliverables or reports.	In general, yes, however the project may be staffed by a single or multiple consultants. Please see amendments to Section 3.1 of the solicitation.
743	Solicitation	Section 3.1	14	On the Lot 2 Header Bar (yellow area), the range provided begins at \$200,001. The area beneath (Item b.) states that each project must be "At least \$200,000 per Project." If a project maxes out at \$200,000.00 would a Vendor be able to cite it as experience/a reference for Lot 2?	Yes, a Vendor must prove that it had 3 contracts with a total value of \$125K EACH (revised) with government entities as a requirement for qualification in Lot 2. Please see the revised Solicitation Section 3.1 Minimum Requirements.
744	Solicitation	Section 3.1	14	On the Lot 2 Header Bar (yellow area) a range of \$200,001 - \$7,500,000 is shown with the word "total" next to it. Does this mean that all the projects a Vendor cites as references/experiences under Lot 2 cannot total more than 7,500,000 in value? In other words, if we want to submit as many projects as possible, do we have to stop when the sum of them reaches \$7.5m?	Projects awarded by an Authorized User under Lot 2 are limited to those with a value between \$200,001-\$7,500,000. A Vendor must prove that it meets the requirement for qualification in the lot. There is no relationship between the minimum qualifications and the subsequent mini-bid Lot values.
745	Solicitation	Section 3.1	15	On the Lot 3 Header Bar (yellow area), it states "For projects between \$7,500,001 to \$25,000,000 total." The area beneath (Item b.) states that each project must be "At least \$1,000,000 per Project." This seems contradictory. Please clarify what "projects between" and "total" mean in this context.	"Projects between" refers to estimated Authorized User Project Values. "Total" refers to the qualifying vendor project values (i.e. \$5M in prior government IT contracts) and are part of the requirements to be met with the Vendor Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
746	Solicitation	Section 3.1	15	On the Lot 3 Header Bar (yellow area), the range provided begins at \$7,500,001. The area beneath (Item b.) states that each project must be "At least \$1,000,000 per Project." If a Vendor is required to submit 8 Projects of at least \$1m, how is it possible that the range could start at \$7.5m, and not \$8m? Please clarify.	Authorized User Projects in Lot 3 will have a value between \$7,500,001 to \$25,000,000. Vendor must prove that it had 3 (revised) contracts with a total value of \$5 Million EACH (revised) with government entities as a requirement for qualification in the Lot. There is no relationship between the minimum qualifications and the subsequent Mini-Bid Lot values.
747	Solicitation	Section 3.1	15	On the Lot 3 Header Bar (yellow area) a range of \$750,000,001 - \$25,000,000 is shown with the word "total" next to it. Does this mean that all the projects a Vendor cites as references/experiences under Lot 3 cannot total more than 25,000,000 in value? In other words, if we want to submit as many projects as possible, do we have to stop when the sum of them reaches \$25m?	No, Vendors may submit projects in excess of \$25 million to qualify for Lot 3.
748	Solicitation	Section 3.1	13-15	1) The minimum project qualifications all note start dates of 1/1/2007 or later. 2) Does this mean that any project a Vendor cites as experience or for a client reference must be a currently active project? In other words, can Vendors submit expired projects, so long as they commenced on or after 1/1/2007?	1) A vendor is not required to cite only currently active projects. 2) Yes.
749	Solicitation	Section 3.1 Lot 1	13-14	<p>We are a New York State Certified Minority Owned Business Enterprise.</p> <p>For Lot 1 - The current minimum Qualifications states that: Document 2 IT projects as a Prime Contractor a. After 01/01/2007 with Governmental Entities b. At least \$25,000 per Project</p> <p>Question: We have done several IT projects as Prime Contractor with "Non Governmental" entities and couldn't yet get an opportunity to work as a Prime Contractor with "Governmental" Entities.</p> <p>Does it mean that we will not be able to meet the minimum qualification as asked for Lot 1?</p> <p>We request you to modify this to include Prime Contractor with ANY entities (and not just governmental entities).</p>	Correct, having been awarded a project as a Prime Contractor is required in order to meet a minimum qualification requirement. OGS respectfully declines the request change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
750	Solicitation	Section 3.1 - Minimum Qualifications - Lot 1	13	In regards to the above qualificatoon - We would like to start as Lot 1 vendor. Our company is in the process of getting MWBE certification and our application is currently being reviewed. Can we qualify for this category given our MWBE application is being processed?	No, a Vendor must already have its certification as a minority or women owned business to qualify for this lot.
751	Solicitation	Section 3.1 - Minimum Qualifications - Lot 1	14	As regards the Criterion mentioned above, it has been met although not as a prime contractor. We have undertaken consulting work for a NYSDOT project in 2012 and 2013 as a subcontractor consultant. Can this criterion be considered fulfilled in view of our consulting engagements in the previous 2 years?	Please see Section 3.1 of the amended Solicitation. Prime Contractor experience will still be required for Qualification #3 in each of awarded lots.
752	Solicitation	Section 3.1 Minimum Qualifications	13	We are requesting that NY State waive or adjust the requirement to include companies with 1 (One) IT project with Government Entity and a minimum value of \$20,000 per project. We are a MBE company with CMMI ML3 and ISO 9001:2208 certifications. We've been in business since 1997. Most of our business is in the Government market area, where we've been a sub-contractor to several large systems integrators. We would like to work with NY state on this project and provide our extensive level of Federal and State IT expertise. Our CMMI appraised processes will also ensure that the delivery of NYS' projects will be on time and within budget. Is this request for a waiver or adjustment acceptable by NYS?	OGS respectfully declines the requested change.
753	Solicitation	Section 3.1 Minimum Qualifications	13	With respect to Lot 2, what is the difference between "Prime Contractor" and "Prime Vendor"?	The terms "Prime Contractor" and "Prime Vendor" are equal in meaning. The Solicitation has been amended to remove references to Prime Vendor.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
754	Solicitation	Section 3.1 Lot 2	13-14	<p>We are a New York State Certified Minority Owned Business Enterprise.</p> <p>For Lot 2 - The current minimum Qualifications states that: Document 4 IT projects as a Prime Contractor a. After 01/01/2007 with Governmental Entities b. At least \$200,000 per Project</p> <p>Question: We have done several IT projects as Prime Contractor with "Non Governmental" entities and couldn't yet get an opportunity to work as a Prime Contractor with "Governmental" Entities.</p> <p>Does it mean that we will not be able to meet the minimum qualification as asked for Lot 2?</p> <p>We request you to modify this to include Prime Contractor with ANY entities (and not just governmental entities).</p>	OGS respectfully declines the requested change.
755	Solicitation	Section 3.1, Lot 2	14	Can the IT Projects also include some that are in progress, as opposed to only those completed?	Yes.
756	Solicitation	Section 3.2.3	15	For the hard copy versions of completed Attachment 3, are we required to submit paper/printed copies of all the existing government contracts that we submit in support of our cited projects? This page simply states: "with associated files," but does not specify whether the print-outs are required. This issue was brought up at the pre-bid conference and it was implied that OGS will not require hard copies of the contracts.	The referenced government contracts shall only be submitted electronically. Please see Section 4.1.3 of the amended Solicitation.
757	Solicitation	Section 3.4	15	If we wish to propose titles that were not explicitly defined in our other qualifying projects, and/or that were billed as part of a fixed price and not hourly to those clients, how will OGS determine price reasonableness for those titles?	Vendors should propose only titles and rates that can be verified from other contracts. Titles that cannot be verified, will not be allowed.
758	Solicitation	Section 3.4	15/16	Suggested documentation for acceptable comparison information include contracts for which our clients would consider confidential information and not necessarily desired to be in the public domain. Is it acceptable documentation to provide copies of invoices with redacted customer information or copies of contracts with redacted customer information?	No, copies of invoices are not acceptable.
759	Solicitation	Section 3.4	15-16	Vendor must submit its Most Favored Nation pricing. One example is to provide prices on any awarded NYS Contract. Can a bidder cite an expired NYS contract that still has active task orders?	Hourly rates from any current or past Government Contract that meets the Lot specific threshold requirements may be used.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
760	Solicitation	Section 3.4 - Reasonableness of Price	15	May an NYS OGS HBITS Vendor propose a specific current or past consulting resource on a Mini-Bid under #22772 at a higher hourly rate than he/she was previously billed under HBITS?	It is up to Vendor which government contracts it will submit to meet the requirements for this Solicitation. However, as noted in Solicitation amended Section 3.4 Reasonableness of Price, OGS reserves the right to independently review all other government contract pricing utilized by the Vendor and use as a basis to determine reasonableness of price.
761	Solicitation	Section 3.4 - Reasonableness of Price	15	For the HBITS Vendors, would a reasonable initial "Not to Exceed" benchmark for Most Favored Nation (MFN) pricing be the HBITS hourly rates already established with OGS for the NYS market?	Hourly rates from any current or past Government Contract that meets the Lot specific threshold requirements may be used.
762	Solicitation	Section 3.5	16	This section states that authorized resellers must complete and submit an OSC Substitute W-9 form to OGS. It is unclear on when this is required or how it should be submitted to OGS. Please clarify.	Substitute W-9 Forms are only required from Vendors that do not have a NYS Vendor ID.
763	Solicitation	Section 4.1.1	19	Should the soft copy media contain a folder corresponding to each bullet for easy reference or just all files on the media at the root folder?	Please see Section 4 of the amended Solicitation.
764	Solicitation	Section 4.1.1	19	Should the hard copy response be separated by tabs corresponding to each bullet (i.e. Attachment 1, Attachment 2 etc.)	Yes, please see Section 4.1.3 of the amended Solicitation.
765	Solicitation	Section 5.1.4	33	For commercial general liability limits is it acceptable if an umbrella policy increases the limits from \$1m to \$2m and beyond? In our experience our underwriter has not been able to increase the base general liability limits, but extends these limits through an ad-on umbrella policy.	Yes, the limit can be met with a combination of primary and excess/umbrella policies.
766	Solicitation	Section 5.10.1	28	Sub-section 2 indicates tha the Authorized User has the right in its reasonable discretion to request removal of a Contractor Staff member at any time. Unless there are extenuating circumstances, could the Authorized User provide at least (2) weeks prior written notice to the Vendor?	OGS respectfully declines the requested amendment.
767	Solicitation	Section 5.14	34	Is the state willing to negotiate the Lot 3 insurance coverage limits? For example, our current coverage for Professional/Technology Errors and Omissions has a \$5,000,000 limit and would be sufficient coverage for the Mini-Bids to which we would respond in this Lot.	OGS respectfully declines the requested change.
768	Solicitation	Section 5.14.1	33	Are Vendors required to provide insurance certifications for subcontractors designated in Attachment 1 with the bid submission?	No.
769	Solicitation	Section 5.14.1	36	Regarding both Workers' Compensation and Disability Insurance requirements, this page states that "the Vendor/Contractor must request that its insurance carrier send this form to OGS." The page also states that the Vendor submit the forms "at the time of Vendor Submission." Please clarify how and when the Vendor's insurance carrier should send the required Workers' Compensation and Disability Insurance forms to OGS, including whether or not the Vendor should submit a copy of these with their total bid as well.	OGS requires that Vendors provide all insurance forms as part of the Vendor Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
770	Solicitation	Section 5.14.1	31-32	Under Item A within this section, it states to provide certificates "with the Vendor Submission." On Page 32 it provides the OGS' mailing address. Please clarify the procedural instructions for submittal of the required insurance documentation deadline (if it is not included in total bid package due 12/10/2014), how, and where it should be submitted.	Section 5.14.B indicates when a vendor should provide specific types of insurance to NYS OGS. Also, please see Section 4.1.3of the amended Solicitation.
771	Solicitation	Section 5.14.1	31-36	Should Vendors submit separate sets of insurance certifications by Lot bid on? Or can the same Vendor submit one set of certifications to cover all Lots being bid on, so long as the coverages are adequate for all Lots?	A Vendor can submit one set of certifications to cover all Lots being bid on, so long as the coverages are adequate for each Lot.
772	Solicitation	Section 5.14.1, C 1&2	36	Sections C1 & C2 state "A Vendor seeking to enter into a Contract with the State of New York shall provide one of the following forms to OGS at the time of Vendor Submission, and thereafter, within three (3) days of request:..." (this goes on to list the forms) Are these forms required at the time of submission or upon request?	The table in sections 5.14.1.B identifies which documents are due at time of submission. The only documents that are not due with the vendor submission are Certificates for Errors and Omissions and Crime and this applies ONLY to Lot 1 and 2 Vendors.
773	Solicitation	Section 5.14.1; sub-section A (3)	32	The 2nd paragraph states that policies shall be written so as to include a provision that the policy will not be canceled, materially changed or not renewed without at least thirty (30) days prior written notice to OGS. Due to a change in state regulations several years ago the ACORD certificate of insurance form no longer states a (30) day prior notice period. Can this paragraph be re-worded so that the Contractor has the obligation to inform the State in writing at least (30) days in advance in the event that the Contractor's insurance policies will be cancelled, materially changed or not renewed?	Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested changes.
774	Solicitation	Section 5.14.1; sub-section A (6)	33	Why are deductibles or self insured retentions above \$100,000 subject to approval from OGS?	This requirement helps ensure that a vendor has the appropriate financial capacity to do business with OGS.
775	Solicitation	Section 5.15	38	I am having problems with some of the fields on the EEO 100 form that can be accessed at http://www.ogs.ny.gov/MWBE/Forms.asp , e.g. the Contractor/Subcontractor's Name field only allows 14 characters; the Contractor/Subcontractor's Address field only allows 13 characters; Email Address field only allows 13 characters; and the Name and Title of Preparer only allows 13 characters. Because of the limit characters I am unable to input all of the required information. Can I convert this document to PDF to allow full use of all the fields?	The EEO 100 has been updated and this change was referenced in Solicitation Update #2. Please visit http://www.ogs.ny.gov/MWBE/Forms.asp to access the updated form.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
776	Solicitation	Section 5.15		<p>the MBE/WBE goal of 20% may be met with one or another, but does not require both? This is a significant change in how this goal may be met. We believe it is more open to keep requiring both MBE and WBE goals, vs having one fulfill all of the 20%. Can this be reconsidered? This may be particularly harmful for smaller, MBE WBE firms. This is not an issue for Lot 1, but we do see this as an issue for Lots 2 and 3 where the dollar volume may be much larger.</p>	<p>Below is the new provision in the regulations relative to setting of MWBE goals. Section 142.2 of the regulations direct that a State Agency, where practical, feasible and appropriate, establish the following goals on all State contracts:</p> <ul style="list-style-type: none"> (1) overall minority-and women-owned business enterprises; (2) minority-owned business enterprises; and (3) women-owned business enterprises. <p>Please note, there is an “and” which means that if it is practical, feasible and appropriate to establish goals on a contract, all three of the categories (Overall, MBE and WBE) shall be identified.</p> <p>Since the establishment of the overall goal requires an assessment by the State Agency of the availability of MBEs as well as the availability of WBEs, the State Agency should be able to identify the distribution between the two categories when establishing the goal and providing it to the contracting office.</p>

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
777	Solicitation	Section 5.15 - 5.15 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	36	Does OGS anticipate making any modifications to #22772 (released 9/30/14) emanating from the Governor's announcement on 10/1/14 to increase statewide MWBE utilization targets to 30%?	No, however, State Agencies already have the ability to seek a greater than 20% MWBE participation rate under this Solicitation. Please see Section 5.1.5 of the Solicitation.
778	Solicitation	Section 5.2.II - Dispute Resolution Procedures	21	What, if any, is the Dispute Resolution Procedure for individual Mini-Bid awards?	Please see added Solicitation Section 7.12 Mini-Bid Dispute Resolution Process.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
779	Solicitation	Section 5.2.II - Dispute Resolution Procedures	21	Are the Dispute Resolution Procedures listed on pages 21 - 24 applicable to individual Mini-Bid awards?	Please see added Solicitation Section 7.12 Mini-Bid Dispute Resolution Process.
780	Solicitation	Section 5.21.2(a)	40-41	With any price increase request, in addition to the requirements contained in Appendix C, the Contractor must certify in writing that the price change for the Product(s) is the same as or better than the pricing in its U.S. Commercial Price List. Our company does not have a U.S. Commercial Price List for the services and deliverables it provides to its clients, therefore, our company cannot make this certification. What alternative documentation would be acceptable to OGS?	This situation may be addressed via the completion of an Appendix C. The company must include a copy of the referenced contract containing the job titles and rates that are to be adjusted.
781	Solicitation	Section 5.3	25	Section 5.3 (iii) states that the awarded contract will contain "portions of the successful Vendor's Submission". Shouldn't all of the Vendor's Submission be included in the contract?	No. For example, it is not necessary to include copies of the other governmental contracts in the resulting OGS centralized contract.
782	Solicitation	Section 5.8 - Performance of Services	26	The Solicitation does not seem to require or anticipate any evaluation of a selected contractor's actual performance under the Project Based IT services contracts. Does OGS intend to undertake any such evaluations to determine whether the closed competitive vendor pool continues to represent vetted best value award candidates?	No, this is a Solicitation with Periodic Recruitment of Vendors for the establishment of centralized contracts. The competition occurs at the mini-bid level.
783	Solicitation	Section 5.8 - Performance of Services	26	Can Prime Vendors awarded on #22772's Lot #2 and Lot #3 subcontract with NYS MWBE firms awarded under #2272's Lot #1?	Yes, please see Section 5.8.3 of the amended Solicitation.
784	Solicitation	Section 5.8.2	27	Can you confirm that any subcontractors must be disclosed when responding to a SOW, not to the initial centralized contract?	Confirmed. Please see Section 5.8.2 of the Solicitation.
785	Solicitation	Section 6.1.1 - Fixed Price	42	#22772 is fixed-price deliverable in nature. HBITS allows for HBITS Vendor's staff to be "placed" within Authorized Users' IT Teams. Can HBITS Vendors who are also on #22772 submit responses to Mini-Bids assuming that their existing resources placed with the issuing Authorized User via HBITS can be redirected to work on #22772 fixed-price projects?	HBITS Vendors are required to comply with HBITS terms and conditions.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
786	Solicitation	Section 6.1.1 - Fixed Price	42	#22772 is fixed-price deliverable in nature. HBITS allows for HBITS Vendor's staff to be "placed" within Authorized Users' IT Teams. If an Authorized User has existing HBITS resources from the same HBITS Vendor that is also awarded a project under #22772, can the Authorized User direct those HBITS Vendor's resources to work on the #22772 fixed-price project since all resources are from the same vendor?	HBITS Vendors are required to comply with HBITS terms and conditions.
787	Solicitation	Section 6.1.1 - Fixed Price	42	Can a HBITS Vendor who is also awarded a fix-price project under #22772 augment their #22772 team with new, not previously identified resources, via HBITS if they are either behind schedule or operating at a financial loss position within a #22772 project?	Vendors are required to comply with the terms and conditions of the fixed-price agreement, regardless of schedule or financial loss position. HBITS engagements are separate and unique from this deliverable-based contract. Please refer to the definition of Fixed Price Authorized User Agreement in Solicitation Section 1.5 Definitions
788	Solicitation	Section 7.1	Page 42	If awarded a Contract in either Lot 2 or Lot 3, is the Contractor able to also be considered through the Mini Bid process for projects with a value of \$200,000 or less or is the intent for ALL projects under \$200,000 to only be transacted with NYS Certified M/WBES AND SBES?	In the example provided, the Contractor is NOT able to be considered through the mini-bid process for projects with a value of \$200,000 or less. Contractor has not been approved for Lot 1. To be eligible for Lot 1, one must be a NYS Certified MWBE or SBE.
789	Solicitation	Section 7.1	Page 42	If awarded a Contract in Lot 3, is the Contractor able to also be considered through the Mini Bid process for projects with a value of \$200,001 - \$7,500,000?	In the example provided, the Contractor is NOT able to be considered through the mini-bid process for projects with a value of \$200,001 - \$7,500,000. However, if the Vendor thinks it is qualified for Lot 2, OGS recommends Vendor submit for this Lot.
790	Solicitation	Section 7.10	46	This sections states "Contractor assumes all liability and cost for all transportation, meals and lodging required to locate, or relocate, resources to New York State for the purposes of providing services under this contract. Contractor staff will not be separately reimbursed for expenses incurred for travel to and from a designated work location". There maybe atypical situations where a resource with niche skills is needed for a short-term and relocation is unrealistic. A vendor may have a resource within the company performing similar work (e.g. in another state facing similar issues). How would the vendor account for these additional travel and living expenses, particularly if inclusion of those expenses within the hourly rate would result in an hourly rate in excess of the most favored nation rate for that role?	When provided for in the Mini-Bid and resultant Authorized User Agreement, the State or Authorized Users may reimburse travel expenses. All rules and regulations associated with this travel can be found at http://osc.state.ny.us/agencies/travel/travel.htm . In no case will any travel reimbursement be paid that exceeds these rates. All travel will be paid only as part of a deliverable specified within the Authorized User Agreement and must be billed with that associated Invoice with receipts attached. Please refer to amended Solicitation Section 7.10 Travel, Meals and Lodging.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
791	Solicitation	Section 7.8	45	This section states that as part of the Mini-Bid, the Authorized User may elect to retain a percentage of each individual Deliverable payment of no more than 20% until the acceptance of the complete project. The Request for Comment document previously issued by OGS that was related to this RFP stated a mandatory retainage of 10% (See RFC Section 8.11). Why does the RFP reflect a significantly higher retainage ceiling?	A decision was made to provide the Authorized Users with a greater range for the optional retainage.
792	Solicitation	Section 7.9 - Reasonableness of Price	45	Will OGS be publically posting the rates of Vendors established under #22772?	Yes. OGS will post the rates approved for the centralized contract.
793	Solicitation	Section A - Last Paragraph	33	Additional Insureds Clause: Please clarify whether or not this is required for the Auto and Crime Policies	Yes, an additional insured endorsement is required for the automobile liability insurance. The additional insured requirement does not apply to the crime insurance requirement. Please note that crime policies shall include coverage for third party fidelity and name "The People of the State of New York, its officers, agents, and employees" as third party loss payees.
794	Solicitation	Section A.2	31	Policy must be written on occurrence basis. Our E&O policy is currently written on a claims made basis - is this acceptable and approved by OGS? If required, Custom would maintain insurance coverage post contract termination for a period of time	OGS has corrected the references to "claim" with regards to the Technical Errors and Omissions Coverage and removed the term "Professional" as it pertains to the title of Technical Errors and Omissions coverage.
795	Solicitation	Section A.3	31	Please clarify whether or not all policies are required to be endorsed to provide 30 day notice of cancellation/material change/non-renewal.	Yes, all policies are required to be endorsed to provide 30 day notice of cancellation/material change/non-renewal.
796	Solicitation	Section A.4	32	Primary and non-contributory coverage on all policies - please clarify as to whether or not this is needed on all policies.	Yes, primary and noncontributory coverage is needed on all policies.
797	Solicitation	Sections 3.2 and 4.1.2	15, 19	Section 4.1.2 (p.19) notes that Attachment 1—Administrative Submission contains an Insurance Tab for Vendors to submit their required insurance information. Section 3.2 (p.15) does not note this component of Attachment 1. There is no such tab within the Attachment 1 file provided by OGS. Please advise as to the correct way for Vendors to submit their insurance information.	The reference to the Insurance Tab has been removed from Attachment 1 - Administrative Submission. However, Solicitation Section 5.14.1.B includes a table that details the specific insurance requirements for each Lot. Also, please see Section 4.1.3 of the amended Solicitation.
798	Solicitation	Solicitation	1	Should pages 1 and 2 of the solicitation document be included as a part of the Administrative packet ?	Please see Section 4.1.3 of the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
799	Solicitation	Solicitation Cover Page	1 & 2	This page indicates that the documents must be included with the bid, but the "Vendor Submission Content" section does not include this document. Would the State verify that vendors need to include this document? Would the State also indicate where in the response it belongs?	Please see Section 4.1.3 of the amended Solicitation.
800	Solicitation	Solicitation Cover Sheet	1	Contract Period is listed as Up to Three Years, Plus Two Optional Three Year Renewals. Will OGS consider allowing for the renewal option to be upon mutual agreement between the Contractor and the State	The ability of the vendor to decline a contract extension is set forth in section 5.5 of the solicitation.
801	Solicitation	Travel - 7.10	46	Please clarify if authorized users may approve the reimbursement of travel on a project by project basis.	Yes, Authorized Users may authorize travel reimbursement, however the cost of travel, lodging etc. may not be included as part of the hourly rate. Additionally, if travel is requested by the Authorized User and detailed in the Mini-Bid in accordance with the provisions set forth in Section 7.10, such costs will be reimbursed as per the Office of the State Comptroller's travel manual.
802	Solicitation		6	Does the scope of services for this solicitation include Geographic Information Systems mapping and analysis?	Yes, as long as the services requested fall in to a fixed price deliverable project and does not include stated exclusions such as cloud, software, maintenance or support services.
803	Solicitation			How do start up firms or DBE's factor in to this contract?	Lot 1 has been specifically tailored to accommodate NYS small and certified minority and certified women business enterprises. New York State does not use the terminology "DBE". Additionally, please see section 5.5 regarding the establishment of goals for participation by NYS certified MWBEs.
804	Solicitation	3.4	15	This section states in part "Vendor is required to demonstrate that all the New York proposed prices are reasonable. The Vendor Submission must...demonstrate that the rates offered to NYS are at or below rates offered to other Government customers." Imbedded in any best pricing/'most favored nation' commitment such as this is the concept of equivalency of deal elements, one of the most important of which is terms and conditions. For instance, the GSA contract contains commercially standard terms and imposes few socio-economic obligations as compared to NYS standard terms. Thus the contract and cost risk imposed by NYS terms may rationally translates into higher unit prices to NYS to account for those risks. We ask that OGS be mindful of this during evaluation of price submissions.	Any vendor seeking a contract under this solicitation must provide a price list. OGS will validate that the price list rates are at or below other government contracts held by the vendor.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
805		5.14	30	RFC Language: Insurance Requirements Bidder and Contractors shall obtain and maintain in full force and effect, at their own expense, the following insurance with limits not less than those described below, or as required by law, whichever is greater (limits may be provided through a combination of primary and umbrella/excess policies): a) Commercial General Liability Insurance with a limit of not less than \$2,000,000 each occurrence. Such liability shall be written on the ISO occurrence form CG 00 01 01 96, or a substitute form providing equivalent coverages and shall cover liability arising from premises operations, independent contractors, products-completed operations, broad form property damage, personal & advertising injury, cross liability coverage, liability assumed in a contract (including the tort liability of another assumed in a contract) and explosion, collapse & underground coverage. Question: Since Bidders are not construction contractors, explosion, collapse and underground coverage is not applicable and will not be included in their coverage, and products-completed operations is not applicable to the services under this Solicitation. Will OGS include a statement "as applicable" or issue a clarifying statement via the Q/A process?	These are standard coverages in a Commercial General Liability policy. Accordingly, OGS respectfully declines the requested changes.
806		29	8	Scope Changes - industry standard changes clauses for IT based contracts allow for mutual agreement of the parties on scope changes and associated equitable adjustments prior to proceeding with such changes. Would OGS consider allowing for mutual agreement of scope changes prior to requiring the vendor to proceed?	Appendix B, Section 29 refers to scope changes made to the OGS Centralized Contract. Attachment 6 - How to Use This Contract addresses Authorized User scope changes.
807		46	10	Suspension of Work - industry standard suspension clauses allow for reasonable terms related to the length of a suspension and treatment of any associated costs or staffing continuity issues. Would OGS consider clarifications to this clause to cover these issues?	While OGS respectfully declines the requested changes, please see Appendix B Section 46 of the amended Solicitation.
808		59	14	Warranties - the requirement to be "free from defects" is not typical for IT based contracts and would be very difficult to price. Would OGS consider adding the concept of materiality to such a provision, especially as it relates to software and associated services? Additionally, would OGS consider adding the following industry standard warranty disclaimer for services type mini bids? "Disclaimer of Warranties Except as set forth in this Section, Contractor disclaims all other warranties, either express or implied, including warranties of merchantability and fitness for a particular purpose."	Please see amendments to Appendix B section 59.
809		61	15	Indemnification- industry standard indemnity provisions for IT contracts typically are proportional in nature, would OGS consider clarifications to this provision that provide for a more commercially reasonable and proportional indemnification?	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
810		62	15	Indemnification Relating to Third Party Rights- industry standard infringement indemnity provisions for IT contracts typically contain additional clarifications, such as exceptions related to various and alternate uses by the client not within the vendors control and also that the remedies are exclusive. Would OGS consider clarifications to this provision that provide for a more commercially reasonable indemnification?	OGS respectfully declines the requested amendment.
811		68	20	Ownership and Custom Products- industry standard IP ownership provisions allow for clarifications to these provisions related to pre-existing IP and protecting vendor technology, such as for example, that transfer of ownership of work products would be upon payment. Would OGS consider commercially reasonable clarifications to this provision to cover this type of concern?	Please see amendment to Appendix B section 68.
812		42. Employees, Subcontractors & Agents	10	<p>Vendor requests an exception to the requirement that "All employees, Subcontractors or agents performing work under the Contract . . . comply with all security and administrative requirements of the Authorized User." This is overly broad and could include Contractor employees indirectly performing work, such as general administrative services, etc. We can agree that all those performing a significant part of the services will comply.</p> <p>Revise to read as follows:</p> <p>"All employees, Subcontractors or agents performing a significant part of the services work under the Contract . . ."</p>	Please see amendment to Appendix B section 42.
813		43. Assignment	10	<p>Vendor requests an exception to allow assignment, without the State's prior written consent, to an affiliate or in the event of a change in control.</p> <p>Revise to read as follows:</p> <p>The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, without the prior written consent of the Commissioner or Authorized User (as applicable); provided, however, that consent is not needed for the Contractor to assign this Contract to an affiliate or subsidiary, or in connection with a merger or acquisition of substantially all of its assets or of a controlling equity interest.</p>	OGS respectfully declines the requested amendment.
814		General	NA	Can OGS please share the list of attendees at the prebid conference?	A list of pre-vendor submission conference attendees has been posted to the OGS Online Bid Calendar.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
815		NA	NA	Add the following clause: OGS Vendors – OGS is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of OGS. Contractor will perform an internal search for any potential client conflicts relating to any OGS's vendors identified by OGS as having a role in connection with Contractor's performance of this Contract. OGS hereby agrees that a vendor's status as a Contractor client does not impact Contractor's engagement to perform this Contract. Contractor will advise OGS of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform OGS. Contractor shall perform this Contract in accordance with applicable professional standards.	OGS respectfully declines the requested change.
816		NA	NA	Add the following clause: Management Decisions – OGS acknowledges and agrees that Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, OGS or an Authorized User. The Contractor will not perform management functions or make management decisions for OGS or an Authorized User.	OGS respectfully declines the requested amendment.
817		NA	NA	Add the following clause: Third Party Usage – Notwithstanding any other term in the Contract, any advice, recommendations, information, deliverables or other work product provided to OGS or an Authorized user under this Contract or an Authorized User Agreement is for the sole use of OGS or an Authorized User, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Contract, OGS or an Authorized user will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor's prior written consent.	OGS respectfully declines the requested amendment.
818		NA	NA	Add the following clause: California Accountancy Act – For engagements where services will be provided by the Contractor through offices located in California, OGS acknowledges that certain of Contractor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various localities.	OGS respectfully declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page #	Comment / Question / Bid Deviation	Response
819		NA	NA	Add the following clause: Electronic Communications – Contractor may communicate with OGS or an Authorized User by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. OGS accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). OGS agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to OGS or an Authorized User shall supersede any previous versions transmitted electronically by Contractor to OGS or an Authorized User unless no such hard copy is transmitted.	OGS respectfully declines the requested amendment.
820		NA	NA	Add the following clause: Volume Rebates – Where Contractor is reimbursed for expenses, it is Contractor's policy to bill clients the amount incurred at the time the good or service is purchased. If Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor's standard billing rates and certain transaction charges that may be charged to clients.	OGS respectfully declines the requested change.
821		NA	NA	Add the following clause: Active Spreadsheets and Electronic Files – Contractor may use models, electronic files, and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract or an Authorized User Agreement. If OGS or an Authorized User requests a working copy of any such model, electronic file or spreadsheet, Contractor may, at its discretion, make such item available to OGS or an Authorized user for the internal use of OGS or an Authorized User only and such item shall be considered a deliverable (subject to the requirements herein); provided that OGS or an Authorized User is responsible for obtaining the right to use any third party products necessary to use or operate such item.	OGS respectfully declines this requested amendment.
822				If there is an engagement Letter and Signed Statement of Work that constitutes a contract with a Government entity and there is not a numbered contract, how do you want that provided for review?	A numbered contract is not required. OGS is looking for a unique identifier or other information to facilitate verification that there was a qualifying engagement with a government entity.
823				If a company gets approval from a commercial client for the OGS reviewers to have full access to the contract, can that contract be used as proof of capabilities for the purpose of this RFP?	No, the Vendor must submit information from a government client contract
824				Will you be issuing Example Statement's of Works for the mini-bids prior to the award of the contract?	No.
825				Reserved	Reserved