

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
100	Appendix A – Standard Clauses for NYS Contracts	2 Non-Assignment Clause	3	Please confirm that this contract, and the ensuing SOWs, are not subject to approval of the Comptroller	Solicitation 22802 and Authorized User Agreements are not subject to the Office of the State Comptrollers (OSC) pre-review. However, Solicitation 22802 and some Authorized User Agreements are subject to OSC post-audit.
101	Appendix A – Standard Clauses for NYS Contracts	23 Compliance with Consultant Disclosure Law	6	Please confirm that the services under this contract are not "consulting services" for purposes of section 23	Compliance with the Consultant Disclosure Law will depend on the scope of the particular Authorized User Agreement (e.g., for certain Implementation Services).
273	Appendix A – Standard Clauses for NYS Contracts	General		There are several terms and conditions within Appendix A and Appendix B which do not pertain to the cloud services lot. Would the state consider removing these non-applicable terms from the awarded cloud services lot contract if the bidder identified those terms in their proposal and the state agreed they are non-applicable?	Per revised Solicitation Section 1.13 Vendors are advised that OGS will not entertain any deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature.
266	Appendix B – 22802 General Specifications	10 Prevailing Wage	3	Prevailing Wage Rates: Terms like this do not apply to certain Lots, would the State consider striking these types of terms when not applicable?	OGS respectfully declines to make the requested change.
607	Appendix B – 22802 General Specifications	10 Prevailing Wage	3	Please confirm that prevailing wage rates is not applicable to Lot 3.	Per revised Solicitation Section 4.14 Prevailing Wage Rates – Public Works and Building Services Contracts, work being done under a resulting Authorized User Agreement may be subject to Prevailing Wage Rates.
441	Appendix B – 22802 General Specifications	10 Prevailing Wage	3	Does this section apply to this contract which is for the procurement of IT hardware and software (and not a construction contract)?	Per revised Solicitation Section 4.14 Prevailing Wage Rates – Public Works and Building Services Contracts, work being done under a resulting Authorized User Agreement may be subject to Prevailing Wage Rates.
152	Appendix B – 22802 General Specifications	10 Prevailing Wage	3	Please confirm that this section does is not applicable to this RFP or any resulting contract.	Per revised Solicitation Section 4.14 Prevailing Wage Rates – Public Works and Building Services Contracts, work being done under a resulting Authorized User Agreement may be subject to Prevailing Wage Rates.

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524	Appendix B – 22802 General Specifications	10 Prevailing Wage	3	NY State counties have different prevailing wage requirements. How is a "Vendor" for Lot 4 to incorporate the prevailing wage requirements in the Lot 4 rates, not knowing where the work is to occur?	Hourly rates to be proposed in Lot 4 Implementation Services are not to exceed rates. Vendor shall take into consideration prevailing wage rates when proposing not to exceed rates.
153	Appendix B – 22802 General Specifications	15 Remanufactured/Recycled Materials	4	Products may contain recycled or remanufactured parts. The products that contain recycled or remanufactured parts would be warranted as new. Will there be an exemption regarding such cases?	The reference to an exemption in the question is not understood.
154	Appendix B – 22802 General Specifications	16 Products made in Public Institutions	4	Please confirm that this section does is not applicable to this RFP or any resulting contract.	OGS respectfully declines to make the confirmation.
341	Appendix B – 22802 General Specifications	17 Pricing, e Third Party Finance	4	"Vendor" will not agree to certain terms and conditions in these kinds of third party financing arrangements, especially extended warranties and return rights. Will we have the opportunity to mutually agree on a Consent form?	As noted in the language in Appendix B Section 17(e), "Contractor may be required as a condition of Contract Award to agree to the terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner."
155	Appendix B – 22802 General Specifications	17 Pricing, e Third Party Finance	4	If any acquisitions are financed through any third party financing, this Contract will not require "Vendor" to agree to the terms and conditions of a "Consent & Acknowledgement Agreement." An Authorized User must follow "Vendor's" policies regarding any financing.	OGS respectfully declines to make the requested change.
268	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Would the State consider limiting the "Best Pricing Offer" to State and Local entities within the State of New York?	OGS respectfully declines to make the requested change.
525	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Please confirm that the word "Product" does not include Lot 3, Cloud and Lot 4, Implementation Services.	Appendix B, paragraph 2(t) defines Product as follows: "PRODUCT: A deliverable under any Bid or Contract which may include commodities, services and/or technology. The term "Product" includes Licensed Software." Accordingly, "Product" includes Lots 3 and 4.

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550	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Competition provides the best incentive to “Vendor’s” to keep their prices reasonable. Please consider removing this section.	OGS respectfully declines to make the requested change.
442	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Request the following language be added to further clarify this section: "This requirement applies to Product quoted by Contractor for a quantity of one (1) under like terms and conditions, and does not apply to volume or special pricing purchases." The last paragraph of section 17(g) already acknowledges that Contractor may offer lower prices to Authorized Users under the contract without being subject to a global price reduction. Such an exception should apply with equal force to similar state and federal contracts held by Contractor. IT systems are highly configurable, and pricing is often negotiated at the system level. As a practical matter, it would be impossible to comply with a requirement to trace individual line items and track the quantities and the individual discounts at which they were purchased -- particularly if the sales are conducted through resellers. Manufacturers are prohibited by federal and state antitrust laws throughout the country from setting the prices at which resellers may sell products. Under the proposed clause, the only effective way to ensure against pricing changes would be for the manufacturer to discontinue the practice of selling through resellers and sell to all federal, state and local entities directly. Not only would such a dramatic change in practice be unlikely to be adopted for the purpose of responding to this solicitation, it would also severely hamper the ability of New York State to make use of MWBE's, as most manufacturers are large entities and stripping out resellers from the process would dramatically curtail the number of potential roles for such entities in IT transactions. Further, such a clause is impractical, as the contract only offers single discounts per SKU. tracking discounts, for example, for three such products sold together and offering multiple discounts per SKU, when a typical manufacturer's product line consists tens of thousands of such SKUs would be a nightmare. A more appropriate position, in keeping with the prior contract, is simply to require that the NY OGS discounts be no worse than what is offered on similar IDIQ contracts. The proposed change would accomplish this goal.	OGS respectfully declines to make the requested change.
267	Appendix B – 22802 General	17 Pricing, f Best Pricing Offer	4	Best Pricing Offer: Does this only apply to the Manufacturer's MSRP/price offering under the contract or the potential price point offered by one of the Manufacture's Resellers too?	The requirement of Appendix B Section 17(f) applies only to the Manufacturer pricing offered under the Contract.

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	Specifications				
342	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Can we get a waiver from Best Pricing Offer requirement?	OGS respectfully declines to make the requested change.
435	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	There are multiple references to price reasonableness, are “Vendor’s” to assume that these references are subject to the same qualifiers in item f. Best Pricing Offer (similar pricing and same or similar terms and conditions)?	Revised Solicitation Section 2.4 Reasonableness of Price is an element in determining Contract award. Appendix B Section 17(f) Best Pricing Offer will govern throughout the term of the Contract.
261	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Does the Best Pricing term only apply to the discounts that the manufacturer is providing in Attachment 1?	This requirement applies to all pricing offered under the Contract
156	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer, g Specific Price Changes	5	This is an onerous provision for any large company. It is nearly impossible to ensure compliance and the consequence of failing to comply is significant. Sections f and g should be deleted and replaced with a provision that states that the pricing/discounting has been determined through negotiation and may be re-negotiated at various dates.	OGS respectfully declines to make the requested change.
551	Appendix B – 22802 General Specifications	17 Pricing, g Specific Price Changes	5	Competition provides the best incentive to “Vendor’s” to keep their prices reasonable. Please consider removing this section.	OGS respectfully declines to make the requested change.
85	Appendix B – 22802 General Specifications	19 Site Inspections	5	Please confirm with the State of NY that this requirement is only for a physical building build.	This provision applies where an Authorized User's RFQ requires a "site inspection."
436	Appendix B – 22802 General	2 Definitions, ff Subcontractor	2	As "Vendor" is responsible for its resellers, are resellers considered "Subcontractors" as defined in ff. Subcontractors?	Yes.

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148	Appendix B – 22802 General Specifications	2 Definitions, j Enterprise License	1	The definition of Enterprise License is overly broad. The Enterprise License is a license grant that permits the Enterprise to use the acquired licensed software, but must have numerical limits based on employee count, operating budget, or other agreed-upon metrics, the specifics of which would be set forth in the Order Form.	OGS respectfully declines to make the requested change.
340	Appendix B – 22802 General Specifications	2 Definitions, q Licensor	2	Can we delete the word “transfers and change it to “grants” A Contractor who transfers rights in proprietary Product to Authorized Users in accordance with the rights and obligations specified in the Contract.	OGS respectfully declines to make the requested change.
147	Appendix B – 22802 General Specifications	2 Definitions, q Licensor	1	Documentation will consist of the Program User manual(s) and the Program installation manual(s).	OGS respectfully declines to make the requested change.
149	Appendix B – 22802 General Specifications	2 Definitions, u Proprietary	2	For clarity, the definition of Proprietary should reference that it is something created and/or owned by the Contractor.	OGS respectfully declines to make the requested change.
443	Appendix B – 22802 General Specifications	23 Tie Bids	5	Does this section apply to this contract which will be awarded to responsive and responsible bidders?	This provision does not apply to the contracts awarded under this Solicitation. The provision does apply to responses to Authorized User RFQs.
157	Appendix B – 22802 General Specifications	27 Participation in Centralized Contracts, d Responsibility for Performance	6	This clause contains a provision whereby the Contractor would indemnify the State, its officers, agents, and employees from liability for failure to perform in accordance with its obligations. While an Authorized User can make this guarantee, "Vendor" cannot. We cannot agree with subpart (iv).	OGS respectfully declines to make the requested change.
282	Appendix B – 22802	28 Modification of Contract		While "Vendor" understands OGS' desire to have the same terms apply to all contract holders, in the area of software and cloud, most "Vendor's" have an	OGS respectfully declines to make the requested change. Please refer to Solicitation Section 8.28 Additional Contractor Terms and Conditions Within An Authorized User

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	General Specifications	Terms, 65, 68(b)(i)(2)Section 28. Modification of Contract Terms, Section 65. Software License Grant, Section 68b(i)2 Existing Software		<p>existing portfolio of proprietary software products that have been standardized and offered to a large base of customers under one set of license and support terms. Each such "Vendor" will have different terms related to certain aspects of its products, in particular, license grant, warranty, transfers, and source code escrow, which the "Vendor" will not be able to change for one customer set. Sections 28, 65 and 68 seem to overlap and/or conflict with each other on this issue. For example, Section 65a grants a certain license scope, but 68b(i)2 states that, subject to certain minimum requirements, licenses to the Authorized User for software that is normally distributed on a license basis will be in accordance with the Contractor's standard license agreement. Section 28 prohibits incorporation of any other terms into the contract, so a license for commercially licensed software would not appear to be recognized as valid under the contract.</p> <p>Will OGS please clarify how to reconcile these various provisions and how a "Vendor's standard license agreement for commercially licensed software will be incorporated into the contract?"</p>	Agreement and Appendix B, Section 28 Modification of Contract Terms, as to how vendor's license agreement will be incorporated into the Authorized User Agreement.
158	Appendix B – 22802 General Specifications	30 Estimated/Specific Quantity Contracts	6	How does this term apply to this IDIQ?	There are no guarantees of a specific volume of purchasing, or any volume of purchasing, from the resulting Contracts. See also Solicitation Section 1.6 Estimated Spend and Quantities.
159	Appendix B – 22802 General Specifications	32 Purchase Orders	7	Please specify that only those Purchase Orders that are accompanied by a Contractor Order Form signed by appropriate representative of the Authorized User and the Contractor will be effective and binding, or as otherwise agreed to by the parties.	OGS respectfully declines to make the requested change.
444	Appendix B – 22802 General Specifications	32 Purchase Orders	7	Please modify the last sentence of this paragraph to require Authorized Users to identify additional terms at the RFQ stage. Presumptions that terms and conditions may be added at the time of submission of a purchase order could lead to customer dissatisfaction. Additional terms can impose additional cost on a deliverable and they may also impose additional product requirements that can only be obtained through the purchase of specific products or services. For example, a requirement for US citizens as service personnel may only be feasible by order specific services. A SLA may only be attainable if a certain service level is purchased. Disk sanitization to a specified level may require	OGS respectfully declines to make the requested change.

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				use of a subcontracted service or may only be feasible if the customer purchase non-returnable disks.	
573	Appendix B – 22802 General Specifications	33 Product Delivery	7	Does the definition of Product in this section include services?	Yes. See the definition of Product in Appendix B, paragraph 2(t).
608	Appendix B – 22802 General Specifications	33 Product Delivery	7	Please confirm that Product Delivery requirements (30 days) are not applicable to Lot 3. Due to the detailed network assessment and time it takes to set up an XaaS, it would be impossible to meet such deadlines.	Appendix B Section 33 Product Delivery does apply to Lot 3 Cloud. This section states "Delivery shall be made within thirty calendar days after receipt of a Purchase Order by the Contractor, unless otherwise agreed to by the Authorized User and the Contractor."
102	Appendix B – 22802 General Specifications	33 Product Delivery	7	Please confirm that no "delivery" is anticipated for Cloud products	Appendix B Section 33 Product Delivery does apply to Lot 3 Cloud.
160	Appendix B – 22802 General Specifications	35 Shipping/Receipt of Product, b Shipping Charges	7	Authorized User must pay applicable media and shipping charges and shipping terms will be: FCA Shipping Point, Prepaid, and Add.	OGS respectfully declines to make the requested change.
609	Appendix B – 22802 General Specifications	36 Title and Risk of Loss	7	Please confirm that "Title and Risk of Loss" does not apply to Lot 3.	As Lot 3 could include the physical delivery of a Cloud bundled item, this section does apply to Lot 3.
343	Appendix B – 22802 General Specifications	36 Title and Risk of Loss	7	This doesn't work for "Vendor", as there is no backstop on when acceptance would occur. Can we reference Section 66 for time frames, and state that acceptance applies to new products only?	OGS respectfully declines to make the requested change.
446	Appendix B – 22802 General	36 Title and Risk of Loss	7	Please revise the last sentence to substitute "Contractor's specifications for" "Bid Specifications or Contract terms". We believe this more accurately reflects the intent for products that are substandard to be returnable.	OGS respectfully declines to make the requested change.

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445	Appendix B – 22802 General Specifications	36 Title and Risk of Loss	7	Please define the acceptance period to a fixed time in accordance with Section 66 of Appendix B on page 17, or define an order of precedence between the two clauses. This clause merely says "reasonable period of time." Please note that if a fixed acceptance period is not defined, under standard accounting practices, Contractors will not be permitted to take revenue on transactions until the Authorized User has provided a letter affirming acceptance. Such a requirement would impose a significant additional burden on Authorized Users.	OGS respectfully declines to make the requested change.
447	Appendix B – 22802 General Specifications	36 Title and Risk of Loss, 39 Rejected Product	7	If the acceptance period is for more than a week, these clauses should be modified to have risk of loss pass to the Authorized User during the acceptance period. If the acceptance period is for a prolonged period of time (say 30 days), the risk of loss should pass to the Authorized User while the equipment is housed in their facilities. For shorter durations more akin to the amount of time it takes to ship a product (say 7 days), retention of the risk of loss by the Contractor is more reasonable.	OGS respectfully declines to make the requested change.
161	Appendix B – 22802 General Specifications	41 Repaired or Replaced Product/Components	8	Replaced or repaired parts shall be new or like new. In addition, this provision contains some terms that conflict with the warranty sections elsewhere in this Appendix B--how should these conflicts be interpreted? We have noted additional exceptions in those sections. The order of precedence does not indicate how to deal with conflicting terms within the same part of the contract.	OGS respectfully declines to make the requested change.
610	Appendix B – 22802 General Specifications	41 Repaired or Replaced Product/Components	8	Please revise to allow OEMs to provide certified refurbished replacement parts (with same warranty as new). Our spares depots may have new or certified refurbished and it may take longer to provide a replacement if contractor is required, in the first instance, to replace with new instead of first available (new or certified refurb warranted as new).	OGS respectfully declines to make the requested change.
103	Appendix B – 22802 General Specifications	42 Employees/Subcontractors/Agents	8	Please confirm that section 42 applies only to personnel who are performing services specific to a particular Authorized User, and do not apply to all of the Contractor's staff.	The provision applies to "All employees, Subcontractors or agents performing work under the Contract."
162	Appendix B – 22802 General	42 Employees/Subcontractors/Agents	8	The background checks and approval processes in this section are quite onerous. Contractor will provide resumes of on-site personnel to Authorized Users upon request and the Authorized Users may conduct interviews prior to the commencement of services by the relevant individuals, and they may, at	OGS respectfully declines to make the requested change.

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	Specifications			that time, reject assignment by providing a reasonable and non-discriminatory basis.	
269	Appendix B – 22802 General Specifications	43 Assignment	8	Assignment: Is the State referring to the assignment of the Master Manufacture contract or the subsequent RFQ contract?	Section 43 applies to both the Contract with OGS and any contracts awarded from an Authorized User's RFQ.
163	Appendix B – 22802 General Specifications	43 Assignment	8	There must be an exception allowing the ability to assign without seeking approval in the event of a merger, acquisition, or internal business reorganization.	OGS respectfully declines to make the requested change.
164	Appendix B – 22802 General Specifications	44 Subcontractors and Suppliers	8	Will the Commissioner provide a reasonable rationale for a determination that the company is not qualified or responsible, as well as an opportunity to respond and cure any perceived defects? Will the Commissioner provide the same for a determination that the contractor has previously provided unsatisfactory work, and what is the scope of analysis for such a determination?	This will be determined based on the particular facts and circumstances at the time of determination.
424	Appendix B – 22802 General Specifications	44 Subcontractors and Suppliers	8	Cloud Service Providers typically already have subcontractors in place prior to contract execution. Will the State clarify this section to exclude its application to cloud providers?	OGS respectfully declines to make the requested change.
426	Appendix B – 22802 General Specifications	45 Performance/Bid Bond	8	Can the State please provide a scenario where it envisions requiring a performance bond for a Cloud Service Provider?	Per Solicitation Section 4.7 Performance and Bid Bonds, the Authorized Users retain the right to request a performance bond based on need and the particular facts and circumstances of the RFQ.
165	Appendix B – 22802 General Specifications	46 Suspension of Work	8	Please add a statement that contractor will be paid for services and products delivered and accepted prior to the issuance of any such suspension notice.	OGS respectfully declines to make the requested change.

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425	Appendix B – 22802 General Specifications	46 Suspension of Work	8	Cloud Service Providers provide services that cannot be suspended. This section would be applicable to “Vendor’s” providing professional services. Can the State clarify this section to exclude it for Cloud Service providers?	OGS respectfully declines to make the requested change. This provision applies to all Products and Lots under the Contracts.
166	Appendix B – 22802 General Specifications	47 Termination	8	"Vendor" requests a clarification that only OGS may exercise termination rights as to the contract and any order forms that it signs and authorized users may exercise termination rights only with respect to their individual orders. To meet our accounting requirements, "Vendor" requests adding an express statement regarding the Authorized User's obligation to pay for Products ordered or Services delivered prior to the date of termination. This could be added in the introduction to the entire section or to each subpart.	OGS respectfully declines to make the requested change. Section 47(b) states in part that "...If the Authorized User Agreement is terminated pursuant to this subdivision, the Authorized User shall remain liable for all completed and accepted deliverables accrued but unpaid charges incurred through the date of the termination...."
167	Appendix B – 22802 General Specifications	48 Savings/Force Majeure	10	Rather than the Commissioner retaining ability to terminate and discharge the contract, or portion subject to delay, "Vendor" proposes that either party be able to cancel unperformed portions if a force majeure event continues for more than 90 days. "Vendor" would continue to take reasonable steps to follow normal disaster recovery procedures and Authorized Users would remain for payment of delivered services and products.	OGS respectfully declines to make the requested change.
449	Appendix B – 22802 General Specifications	48 Savings/Force Majeure	9	Please modify the first sentence of this clause to state that "The Contractor will make reasonable efforts to prioritize the fulfillment of orders placed by Authorized Users placed before the Force Majeure event occurred." This modification is necessary to accommodate potential conflicts with federal laws and regulations governing the supply of equipment.	OGS respectfully declines to make the requested change.
168	Appendix B – 22802 General Specifications	50 Default - Authorized User	10	If Authorized User's has failed to pay for Licensed Software and it continues, "Vendor" should be able to terminate the user's license. This will be the case for each Lot. In addition, we request a statement that "Vendor" is entitled to all rights and remedies in law and equity after formal notice of breach	OGS respectfully declines to make the requested change.
169	Appendix B – 22802 General Specifications	52 Remedies for Breach	11	"Vendor" suggests that the remedies be presented as alternatives for the Authorized User and not as cumulative remedies. Additionally, it would be helpful to note in the first sentence that all remedies are subject to the Limitation of Liability in section 63, unless expressly stated otherwise. "Vendor" also objects to the cost of cover provision--any such cost, as well as any reimbursement (a and d) must be subject to the Limitation of Liability section.	OGS respectfully declines to make the requested change.

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				In addition, a court of competent jurisdiction will determine whether it is appropriate for "Vendor" to bear the cost of court expenses and attorney's fees. As a result, we would rather leave those decisions in the hands of the court as part of a ruling.	
450	Appendix B – 22802 General Specifications	52 Remedies for Breach, d Reimbursement of Costs Incurred, e Deduction/Credit	11	Please remove these clauses. This solicitation is for the purchase of Products that are subject to an acceptance period, where payment is not due until 30 days following acceptance. As such, the sole remedy for failure of the Contractor to deliver the goods should be for the Authorized Users to procure alternative products. Where the Contractor has not been paid, there should be no need to reimburse the Authorized User for procurement of an alternate product.	OGS respectfully declines to make the requested change.
170	Appendix B – 22802 General Specifications	53 Assignment of Claim	12	"Vendor" may assign claims for overcharge arising under the antitrust laws to the State, but must retain the discretion over whether to do so on a case by case basis.	OGS respectfully declines to make the requested change.
270	Appendix B – 22802 General Specifications	56 Security	11	Security: Please confirm if this clause is in addition or contradiction to the mention of the Security Policy guidance in the general solicitation document.	This provision is in addition to the other security provisions within the Solicitation and any Authorized User RFQ.
86	Appendix B – 22802 General Specifications	56 Security	11	Please provide the relevant Procedures to which "Vendor" must comply.	Appendix B, section 56 states, in part, that "... [t]he Authorized User shall make available the relevant Procedures and Contractor shall be responsible for distributing to its representatives and assessing and ensuring compliance..."
171	Appendix B – 22802 General Specifications	56 Security	11	"Vendor" must have an opportunity to review an Authorized User's security procedures prior to becoming liable for compliance with same.	Appendix B, Section 56 states, in part, that "... [t]he Authorized User shall make available the relevant Procedures and Contractor shall be responsible for distributing to its representatives and assessing and ensuring compliance..."
427	Appendix B – 22802 General	56 Security	11	Cloud Service Providers are multi-tenant with predetermined security and policies. Can OGS please provide more information on the "security procedures of authorized users"?	Appendix B, section 56 states, in part, that "... [t]he Authorized User shall make available the relevant Procedures and Contractor shall be responsible for distributing to its representatives and assessing and ensuring compliance..."

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271	Appendix B – 22802 General Specifications	59 Warranties	11	Warranties: Most Cloud “Vendor’s” rely upon their performance SLA's that work across all their services and available to all end users; due to the nature of the services, they are not customizable. Would the State consider referring to the “Vendor’s” SLA's as compliance to this Warranty clause?	OGS respectfully declines to make the requested change.
612	Appendix B – 22802 General Specifications	59 Warranties	12	Please delete the warranty that Products do not infringe. The Intellectual Property Infringement Indemnity already addresses this risk. If the warranty of non-infringement is not deleted, please include a statement that the IP Indemnity is the sole and exclusive remedy for a breach of the warranty.	OGS respectfully declines to make the requested change.
284	Appendix B – 22802 General Specifications	59 Warranties	11	Bid Deviation/Comment. Exception taken to certain areas of this section as they are not industry standard. o “Vendor’s” Software product and/or service warranty periods do not align with the warranty periods currently identified under this Section. We do offer industry standard product and/or services warranties. "Vendor" is happy to work with customer and Authorized Users to arrive at mutually agreeable, alternative warranty periods.	OGS respectfully declines to make the requested change.
172	Appendix B – 22802 General Specifications	59 Warranties	11	The standard for warranty requires perfection and is not an achievable commercial standard. "Vendor" suggests editing the language to incorporate a materiality standard: that the products will perform in all material respects as stated in the documentation and be free from material defects in materials and workmanship. The recycling provision in part b is not applicable and IP infringement is covered in another section in this Agreement and, as such, we recommend removal. "Vendor" offers separate warranties for different products (e.g. that software will operate in all material respects according to the documentation) and will attempt to comply with Authorized Users' requests.	OGS respectfully declines to make the requested change.
174	Appendix B – 22802 General Specifications	59 Warranties	12	"Vendor" warrants that products will operate in all material respects as described in the applicable documentation for one year after delivery. The State must notify "Vendor" of any warranty deficiencies within one year after delivery. Hardware will be free from, and not cause material defects in	OGS respectfully declines to make the requested change.

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				materials and workmanship for one year from the date the hardware is delivered.	
611	Appendix B – 22802 General Specifications	59 Warranties	11	Please confirm warranties for product performance for 1 year do not apply to Lot 3.	Revised Appendix B, Section 59 Warranties applies to all Lots in the Solicitation.
613	Appendix B – 22802 General Specifications	59 Warranties	12	Please confirm that warranty of non-infringement does not apply to Lot 3.	Revised Appendix B, Section 59 Warranties applies to all Lots in the Solicitation, including Lot 3 Cloud.
428	Appendix B – 22802 General Specifications	59 Warranties	11	Cloud Service Providers offer warranties specifically for their cloud products. Will the State accept unique warranty obligations for each Cloud Service Provider?	This may be addressed at the Authorized User transaction level. Please see Appendix B Section 28 Modification of Contract Terms. See also Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement, Attachment 11 How to Use the Manufacturer Umbrella Contract.
283	Appendix B – 22802 General Specifications	59 Warranties, 65 Software License Grant, 66 Product Acceptance, 73 Source Code Escrow		<p>All commercially available software is governed by very specific licensing terms that describe and set forth for each Customer, the terms of each type of Software license (e.g. On-premise, Software as a Service (SaaS), MSP License, Evaluation License, Freeware License, etc.) that a Customer may purchase, as well as provide for the basic license grant details, maintenance services that might accompany a product, warranty, etc. Said software product offerings also include very specific intellectual property (IP) ownership language and requirements that must be preserved for the owner. These terms are set forth in the “Vendor’s” license agreement and considered to be mostly non-negotiable since they have been tailored to the specific software offering that is commercial and not custom in nature. In addition, most software contains embedded third party code, including Freeware, that can only be licensed according to that software owner’s terms or other applicable terms.</p> <p>The RFP appears to require one set of license, support, acceptance and other commercial terms to apply to all software that will be purchased by users of the contract. Most software “Vendor’s” will not be able to agree to these terms for the reasons described above, which will result in a contract vehicle that does</p>	OGS respectfully declines to make the requested change. This may be addressed at the Authorized User transaction level. Please see Appendix B Section 28 Modification of Contract Terms. See also Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement, Attachment 11 How to Use the Manufacturer Umbrella Contract.

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				<p>not include many software products and does not facilitate the purchase of software by customers.</p> <p>"Vendor" respectfully requests that the RFP be modified to reflect that additional or different terms for software may be proposed and agreed to by Authorized Users of the contract at the time of purchase.</p> <p>In the alternative, "Vendor" respectfully requests that the RFP be modified to allow for specific "Vendor" terms related to software to be included in the applicable "Vendor's" contract.</p> <p>In either case, to the extent of a conflict between the provisions of "Vendor's" standard software terms and the RFP relative to State-specific clauses, "Vendor" is pleased to enter into good faith negotiations to create an agreement for the provision of products and/or services that is acceptable to OGS (or end customer) and "Vendor". This is generally accomplished by way of an amendment or master software agreement based off of "Vendor's" standard software terms.</p>	
345	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	"Vendor" cannot work with acceptance on SKU'd services. These are paid up front. Can we delete the one year and the acceptance? There is no time limit on our services warranty, but implementation services are prepaid and not subject to acceptance.	OGS respectfully declines to make the requested change.
104	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	Please confirm that, for purposes of this warranty, "documentation" will not include any marketing material	Please refer to Appendix B, section 2(g): for the following definition of Documentation: "Documentation: The complete set of manuals (e.g., user, installation, instruction or diagnostic manuals) in either hard or electronic copy, which are necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product."
451	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	Please replace "specifications in the Authorized User Agreement" with "Contractor's specifications". Leaving the clause as is would lead to increased cost for Authorized Users. Manufacturers generally do not warranty that their products will attain certain functional characteristics, unless such characteristics are very well defined. For example, while a customer may identify that they need a certain amount of usable storage capacity, in order to offer a guarantee, a manufacturer will want to know the exact usage conditions, including IOPS, workload, etc. Even with these parameters defined, a manufacturer will be	OGS respectfully declines to make the requested change.

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				inclined to "over build" the system ensure success. Such overbuilds would lead to customers purchasing more equipment than is required to meet their needs. This requirement may also hinder the participation of MWBEs -- in order to offer the warranty, manufacturers are likely to insist on performing the configuration work themselves to ensure accuracy. This will greatly diminish the work available to resellers.	
453	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	12	Please remove the warranty that the provided products will be free from defects and conform to the requirements of the Contract or the Authorized User Agreement. Leaving the clause as is would lead to increased cost for Authorized Users. Manufacturers generally do not warranty that their products will attain certain functional characteristics, unless such characteristics are very well defined. For example, while a customer may identify that they need a certain amount of usable storage capacity, in order to offer a guarantee, a manufacturer will want to know the exact usage conditions, including IOPS, workload, etc. Even with these parameters defined, a manufacturer will be inclined to "over build" the system ensure success. Such overbuilds would lead to customers purchasing more equipment than is required to meet their needs. This requirement may also hinder the participation of MWBEs -- in order to offer the warranty, manufacturers are likely to insist on performing the configuration work themselves to ensure accuracy. This will greatly diminish the work available to resellers.	OGS respectfully declines to make the requested change.
344	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	"Vendor" needs to change this to 90 days after delivery for software.	OGS respectfully declines to make the requested change. Please see Revised Appendix B, Section 59 Warranties.
105	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	Please confirm that Cloud products are not considered "Software Deliverables"	OGS respectfully declines to make the confirmation.
106	Appendix B – 22802 General	59 Warranties, a Product Performance	12	Please confirm that the final paragraph of this section (related to third party rights) only apply to United States copyright and trademark, and not those registered in any other country	OGS respectfully declines to make the confirmation.

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	Specifications				
452	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	Is this clause necessary since software application development, etc. is excluded from the solicitation?	Yes this clause is necessary. See revised Solicitation Sections 1.2 Lot Overview (Lot Exclusions) and 1.3 Products and Services Excluded From Scope of the Solicitation and Resulting Contracts.
126	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	Change from 1 year warranty to 90 day warranty as all products are sold with an accompanying support contract	OGS respectfully declines to make the requested change. Please see Revised Appendix B, Section 59 Warranties.
454	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance, b Title and Ownership	12	Please remove warranty that the Products do not infringe any IP rights. Clause 62 already acknowledges that the IP indemnity is the sole remedy for IP infringement, therefore the warranty provides no additional coverage and is confusing. If this modification cannot be made, please indicate what additional protection is afforded by the warranty.	OGS respectfully declines to make the requested change.
173	Appendix B – 22802 General Specifications	59 Warranties, b Title and Ownership	12	"Vendor" requests that this subpart b be deleted. Any remedy for breach of these items would be covered by IP indemnification, which provides exclusive remedies for such issues.	OGS respectfully declines to make the requested change.
107	Appendix B – 22802 General Specifications	59 Warranties, b Title and Ownership	12	Please confirm that the indemnification in section 59.b refers only to third party claims, and that it is subject to the indemnification procedure set out in section 61	OGS respectfully declines to make the requested confirmation.
127	Appendix B – 22802 General Specifications	59 Warranties, b Title and Ownership	12	change from 1 year warranty to 90 day warranty as all products are sold with an accompanying support contract	OGS respectfully declines to make the requested change. Please see revised Appendix B, Section 59 Warranties.
108	Appendix B – 22802 General	59 Warranties, c Product	12	Please confirm this does not apply to Cloud products	Revised Appendix B, Section 59, Warranties applies to all Lots in the Solicitation, including Lot 3.

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	Specifications	Warranty for Deliverables			
349	Appendix B – 22802 General Specifications	59 Warranties, c Product Warranty for Deliverables	12	Can we clarify that this doesn't apply to COTS or to commercially available hardware? "Vendor" doesn't limit the warranty period for consulting needs to be changed.	Revised Appendix B, Section 59 Warranties, subsection c., Product Warranty for Deliverables, does apply to all Products.
455	Appendix B – 22802 General Specifications	59 Warranties, c Product Warranty for Deliverables	12	The term "Project" and "Project warranty" are not defined. Please clarify that if a manufacturer's warranty exceeds the minimum one year warranty period, that extending the warranty period to account of servicing periods is not required.	Please see revised Appendix B, Section 59 Warranties.
350	Appendix B – 22802 General Specifications	59 Warranties, d Replacement Parts Warranty	12	Our standard hardware maintenance doesn't include transportation. Can we change this?	OGS respectfully declines to make the requested change.
109	Appendix B – 22802 General Specifications	59 Warranties, d Replacement Parts Warranty	12	Please confirm this does not apply to Cloud products	Revised Appendix B, Section 59 applies to all Lots in the Solicitation including Lot 3.
175	Appendix B – 22802 General Specifications	59 Warranties, d Replacement Parts Warranty	12	Replacement units for defective parts or hardware items replaced under the "Vendor" hardware warranty may be new or like new quality. Title in all defective parts or hardware items shall transfer back to "Vendor" upon removal.	OGS respectfully declines any changes this statement may imply.
176	Appendix B – 22802 General Specifications	59 Warranties, e Virus Warranty	12	"Vendor" will warrant that it will use commercially reasonable methods to test and protect against viruses and other harmful elements prior to delivery. "Vendor" will not deliver software containing known viruses and will maintain a master copy of the appropriate versions of the software free of viruses. If a user believes a virus to be present in the software, "Vendor" will provide a master copy upon request for comparison and correction.	OGS respectfully declines to make the requested change.

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128	Appendix B – 22802 General Specifications	59 Warranties, e Virus Warranty	12	Addition of "to its knowledge" to the following clause. Virus Warranty The Contractor represents and warrants that to its knowledge any Product acquired by the Authorized User does not contain any known viruses	OGS respectfully declines to make the requested change.
456	Appendix B – 22802 General Specifications	59 Warranties, f Date/Time Warranty	12	Since this contract does not include ongoing services, can this paragraph be removed, or can it be clarified that this clause does not apply to the provision of hardware or software?	OGS respectfully declines to make the requested change.
177	Appendix B – 22802 General Specifications	59 Warranties, h Miscellaneous	12	Please state that these are the exclusive rights provided.	OGS respectfully declines to make the requested change.
346	Appendix B – 22802 General Specifications	59 Warranties, Title and Ownership	12	"Vendor" cannot work with acceptance on SKU'd services. These are paid up front. Can we delete the one year and the acceptance? There is no time limit on our services warranty, but implementation services are prepaid and not subject to acceptance.	OGS respectfully declines to make the requested change.
348	Appendix B – 22802 General Specifications	59 Warranties, Title and Ownership	12	Can we make the exclusive remedy be the IP indemnity?	OGS respectfully declines to make the requested change.
347	Appendix B – 22802 General Specifications	59 Warranties, Title and Ownership	12	"Unless recycled or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered". Can we get a waiver for this requirement? Authorized Users may choose to purchase prior versions.	OGS respectfully declines to make the requested change. See revised Solicitation Section 2.6.2.2 Refurbished or Re-Manufactured Parts.
178	Appendix B – 22802 General	60 Legal Compliance	12	"Vendor" will comply with all laws to the extent that such laws, by their terms, are expressly applicable to "Vendor's" delivery of services under this Agreement and impose obligations directly upon "Vendor" in its role as an	OGS respectfully declines any changes this statement may imply.

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	Specifications			information technology services provider with respect to the services performed under this Agreement.	
615	Appendix B – 22802 General Specifications	61 Indemnification	13	What kind of damages arising indirectly from the contract could a contractor be liable for? Doesn't this contradict the waiver of consequential and indirect damages in Section 63, 63A and 63B?	Please see revised Appendix B, section 61 Indemnification.
458	Appendix B – 22802 General Specifications	61 Indemnification	13	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."	OGS respectfully declines to make the requested change.
457	Appendix B – 22802 General Specifications	61 Indemnification	13	The indemnification requires the Contractor indemnify for damages "indirectly caused" by the Contractor. Please clarify whether the consequential damages waiver in Section 63(c) applies to the indemnity. If not, what kinds of damages could the contractor be liable for that were indirectly caused?	Please see revised Appendix B, section 61 Indemnification.
179	Appendix B – 22802 General Specifications	61 Indemnification	13	"Vendor" will only indemnify for those damages finally assessed relating to personal bodily injury and damage to real or tangible personal property that are caused by the fault or negligence of "Vendor" and its agents and that arise from "Vendor's" performance of the contract. In addition, "Vendor" should not be obligated to indemnify Authorized Users for any portion of any claim due to negligent acts or failures by them, the State, or any third parties. Furthermore, such indemnification does not apply to claims arising from damage to "intangible personal property", including software, data, or electronic data files. This indemnification provides the exclusive remedy for any liability damages hereunder.	OGS respectfully declines to make the requested change. Please see revised Appendix B, section 61 Indemnification.
614	Appendix B – 22802 General Specifications	61 Indemnification	13	Please delete "indirectly" from the first sentence.	OGS has made this revision. Please see revised Appendix B, Section 61 Indemnification.
429	Appendix B – 22802	61 Indemnification	13	Will the State consider specific indemnification, limitation of liability language for Cloud Service Providers?	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
	General Specifications	, 62 Indemnification Relating to Infringement, 63 Limitation of Liability			
616	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Will OGS consider adding the following carve-outs for IP indemnity, which are standard in the IT industry: Contractor has no obligations for a claim based on a) compliance with any designs, specifications, requirements or instructions provided by Customer or a third party on Customers behalf; b. the amount or duration of use made of the Contractor-Branded Product, revenue earned by Customer, or services offered by Customer to external or internal customers; or c. combination, operation, or use of a Contractor-Branded Product with non-Contractor products, software or business processes.	OGS respectfully declines to make the requested change.
619	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Please add the following, which is standard in the industry: "If Customer fails to notify Contractor promptly of the claim, and that failure prejudices Contractor's ability to defend, settle or respond to the Claim, then Contractor's obligation to defend or indemnify Customer with respect to that claim will be reduced to the extent Contractor has been prejudiced. In addition, such failure to provide prompt notification shall relieve Contractor of any obligation to reimburse for Customer attorneys' fees incurred prior to notification."	Please see revised Appendix B, Section 61 Indemnification.
459	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	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?	OGS respectfully declines to make the requested change.
460	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Can the language be modified to indicate that the Contractor will only indemnify claims that arise out of its unmodified Products or Products that were modified with Contractor's consent, versus products that were modified by someone other than the Authorized User and not at the Authorized User's direction?	Please see revised Appendix B, Section 61 Indemnification.
461	Appendix B – 22802 General	62 Indemnification	13	Can the language be modified to indicate that the Authorized User will offer its assistance in defending claims made against it for free, as opposed to having such assistance available only at the Contractor's expense? If not, can you	OGS respectfully declines to make the requested change. Please see revised Appendix B, Section 61 Indemnification.

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	Specifications	Relating to Infringement		clarify what expenses and fees the Contractor would be obliged to pay to obtain the assistance of the Authorized User in defending the claims made against them?	
462	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Can the language of the third paragraph ("Such indemnity shall only be...") be reviewed to determine if there is a non-sequitur that requires a fix -- it is unclear when is the only time that the infringement should apply. We concur that the indemnity should only apply when the Authorized User is not culpable in exacerbating the issue by failure to act to employ a design-around when directed to do so by the Contractor.	OGS respectfully declines to make the requested change.
463	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Please include a limitation that the Contractor shall not be responsible for claims that assert infringement of an IP right by Contractor's product in combination with other products. Given the nature of IT products and services, this is a standard term in commercial contracts	OGS respectfully declines to make the requested change.
180	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	"Vendor" will indemnify end users for damages finally assessed against those users in actions for infringement based upon the Materials provided by "Vendor", except to the extent such claims arise from the user's negligence or willful misconduct. Prompt written notice of claims shall be no later than 30 days.	OGS respectfully declines to make the requested change.
620	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	Will OGS please revise the limitation of liability for Lot 3 to delete subsection ii, and the Minimum column of \$2 million, \$5 million and \$10 million. Alternatively, will OGS revise the language to allow a limitation of liability of the "lesser of" instead of the "greater of." It is disproportionate allocation of risk for an order for \$100,000 to have a limitation of liability of \$5 million, for example. Industry standard for cloud services is only 6 months of charges.	OGS respectfully declines to make the requested change.
621	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	Will OGS please revise the limitation of liability for Lot 3 to reflect charges "paid" not "payable." Most XaaS services are invoiced on a monthly basis, and if a claim arises after the 2nd or 3rd month, the current language would present an disproportionate allocation of risk.	OGS respectfully declines to make the requested change.
351	Appendix B – 22802 General Specifications	63 Limitation of Liability	13	Can we delete or (ii) one million dollars (\$1,000,000), whichever is greater	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
353	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	Can we delete or (ii) two million dollars (\$2,000,000), whichever is greater	OGS respectfully declines to make the requested change.
354	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	Can we delete b in its entirety?	OGS respectfully declines to make the requested change.
352	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	Can we delete b in its entirety?	OGS respectfully declines to make the requested change.
355	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	Who decides what the Risk level is? Can we delete the minimums and make everything 2X? We have different terms for some SaaS Products not included in this Appendix.	The risk level is determined by the Authorized User during the data classification study referenced in Attachment 11 – How to Use the Manufacturer Umbrella Contract, Section 3.6.4.2. OGS respectfully declines to make the requested change.
356	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	Can we delete b in its entirety?	OGS respectfully declines to make the requested change.
110	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	How will the level of risk be determined?	The risk level is determined during the Data classification study referenced in Attachment 11 – How to Use the Manufacturer Umbrella Contract, Section 3.6.4.2.
548	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	As to the difference between Low, Medium and High Risk, who decides which one applies? Can "Vendor" propose the appropriate category in its response to a request from a State Agencies or other Authorized User?	The risk level is determined during the Data classification study referenced in Attachment 11 – How to Use the Manufacturer Umbrella Contract, Section 3.6.4.2.

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182	Appendix B – 22802 General Specifications	63 Limitation of Liability	13	We request a limitation in Lots 2 of \$500,000 rather than \$1M in subpart (ii). The limitation of liability for Lot 1 should be: the amount of the fees paid to "Vendor" for the services under the schedule giving rise to the liability.	OGS respectfully declines to make the requested change.
183	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	The limitation for Lot 4 should be \$500,000 rather than \$2M.	OGS respectfully declines to make the requested change.
184	Appendix B – 22802 General Specifications	63 Limitation of Liability	14	The limitation of liability for Lot 3, Cloud services, should be: the total amounts actually paid to "Vendor" for the services giving rise to the twelve month period immediately preceding the event giving rise to such liability less any refunds or credits received by you from "Vendor" under such order. As such, subparts i and ii should be removed.	OGS respectfully declines to make the requested change.
181	Appendix B – 22802 General Specifications	63 Limitation of Liability	13	Section b included in each subpart (for each Lot) does not appear to apply to this section and is already addressed elsewhere. We request deletion.	OGS respectfully declines to make the requested change.
185	Appendix B – 22802 General Specifications	64 Disputes	14	In the even of a dispute or disagreement between the parties, except for relating to breach of "Vendor's" intellectual property rights, each party will appoint representatives to endeavor to resolve or adjust provisions. Neither party may initiate formal proceedings, except for equitable relief, until the procedure has been elevated to the Vice President or equivalent State executive and there has been a good faith attempt to resolve the dispute and resolution does not appear likely.	OGS respectfully declines to make the requested change.
18	Appendix B – 22802 General Specifications	65 Software License Grant		(b) Products, components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, be free from defects in material and workmanship and will conform with all requirements of the Contract and Authorized User Agreement for the warranty period, or for a minimum of one (1) year from the date of acceptance of the completed project, whichever is longer ("Project warranty period").	OGS respectfully declines to make the requested change.
20	Appendix B – 22802	65 Software License Grant		e. Virus Warranty The Contractor represents and warrants that any Product acquired by the Authorized User does not contain any known viruses.	OGS respectfully declines to make the requested change.

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	General Specifications			Contractor is not responsible for viruses introduced at the Authorized User's site.	
21	Appendix B – 22802 General Specifications	65 Software License Grant		"Vendor" question-Products are subject exclusively to manufacturer warranty. Can "Vendor's" take exception to these sections with this type of clarification?	OGS respectfully declines to make the requested change.
357	Appendix B – 22802 General Specifications	65 Software License Grant	16	Can we state that this will be in the form of an invoice for renewal? Software License Grant.	OGS respectfully declines to make the requested change.
277	Appendix B – 22802 General Specifications	65 Software License Grant	16	<p>This clause states that Contractor is required to submit written notification to Authorized Users of an upcoming maintenance end date no later than sixty (60) calendar days prior to such maintenance end date.</p> <p>Software "Vendor's" typically have a standard process re: notification, auto-renew or other trigger for how maintenance is discontinued or renewed from period to period. It is standard so that the "Vendor" can manage the process across a large customer base at a low cost. "Vendor's" policy re: notification does not match the requirement and it will be costly to implement a different process to manage for one contract.</p> <p>"Vendor" requests the following change to the clause: "Contractor is required to submit its maintenance discontinuance/renewal and notification policy to Authorized Users at the time of purchase. Contractor will use commercially reasonable efforts to notify Authorized Users in writing of upcoming maintenance end dates no later than thirty (30) calendar days prior to such maintenance end date.</p>	OGS respectfully declines to make the requested change.
111	Appendix B – 22802 General Specifications	65 Software License Grant	16	Please confirm this does not apply to Cloud products	OGS defers answering question until responding to round 2 of Inquiries.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
465	Appendix B – 22802 General Specifications	65 Software License Grant	16	<p>1) Please indicate how a Contractor may include necessary provisions from their standard End User License Agreement. The terms as outlined in this section are one-size-fits-all and do not address term licenses, life-of-the-hardware licenses, capacity licenses, etc. Further, it does not include important technical limitations.</p> <p>2) Please clarify that there are license types other than perpetual licenses that may be offered under this contract</p>	<p>1) The software license grant requirements in Appendix B, section 65, are minimum requirements. Per Solicitation Section 8.28 Additional Contractor Terms and Conditions within an Authorized User Agreement, a Vendor may only propose additional terms and conditions in response to an Authorized User RFQ if those additional terms and conditions do not contradict or violate any of the terms and conditions of this Contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized User. See also Appendix B, section 28 Modification of Contract Terms.</p> <p>2) A Manufacturer may offer either Perpetual or Term License. Please see revised Solicitation Section 1.2.1 Lot 1 - Software.</p>
186	Appendix B – 22802 General Specifications	65 Software License Grant, a License Scope	16	Licensee is granted a non-exclusive, non-assignable, royalty-free, perpetual (unless otherwise specified), limited right to use the software for its purpose. Specifically, licensees cannot reproduce the product. The license grant is restricted to the internal business unit of the Authorized User (internal business authorization), not on an enterprise basis (unless specifically called out in the Order). All derivative works will be owned by "Vendor". Authorized users have no right to transfer, assign, or share the program or derivative works to anyone.	OGS respectfully declines to make the requested change.
187	Appendix B – 22802 General Specifications	65 Software License Grant, c Licensed Documentation	16	Program documentation may be delivered with the product or accessed online.	OGS respectfully declines to make the requested change. Product Documentation shall be provided in accordance with Appendix B, Section 65c - Licensed Documentation
464	Appendix B – 22802 General Specifications	65 Software License Grant, d Product Technical Support and Maintenance	16	Please delete the exclusion of reinstatement fees for lapsed maintenance. Reinstatement fees are a standard requirement due to the additional cost associated with the reinstatement process and the fact that equipment that has ceased to be maintained is more likely to succumb to outages due to lack of sufficient attention to the overall health of the system. These are standard charges in the industry in commercial contracts. Exclusion of such fees simply drives up the overall cost of maintenance generally.	OGS respectfully declines to make the requested change.
188	Appendix B – 22802 General Specifications	65 Software License Grant, d Product Technical Support and Maintenance	16	Authorized Users must purchase maintenance for the first year. It is provided in accordance with "Vendor's" technical support policies.	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
189	Appendix B – 22802 General Specifications	65 Software License Grant, e Permitted License Transfer	16	Documentation is made available solely for the use of the Authorized User.	OGS respectfully declines to make the requested change
466	Appendix B – 22802 General Specifications	65 Software License Grant, e Permitted License Transfer	16	Please clarify that if the license is logically (and via key codes) tied to a specific piece of equipment, that the license will be transferred to another Agency only in conjunction with the transfer of the equipment for which it was purchased.	OGS respectfully declines to make the requested change
190	Appendix B – 22802 General Specifications	65 Software License Grant, f Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties	16	Outsourcers may have a limited right to use the software to maintain the user's internal operations subject to the terms of our contract. The user will be responsible for the compliance of its agents during that time. In this respect, third parties may use the software, but NOT service bureaus, which are restricted entirely. You may allow your agents and contractors to use the Programs and deliverables for your internal business operations and you are responsible for their compliance with this Agreement.	OGS respectfully declines to make the requested change.
191	Appendix B – 22802 General Specifications	65 Software License Grant, g Archival Back-up and Disaster Recovery	17	“Vendor’s” backup and disaster recovery policies will vary by offering and can be provided.	OGS respectfully declines to make the requested changes.
467	Appendix B – 22802 General Specifications	65 Software License Grant, g Archival Back-up and Disaster Recovery	17	Please clarify that enabling Authorized Users to copy products that are technically copyable.	There is not enough information to respond to this question.
192	Appendix B – 22802	65 Software License Grant,	17	The licensee also may not (1) remove or modify any Program markings or any notice of “Vendor’s” or its licensors' proprietary rights, (2) make the Programs or	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
	General Specifications	I Restricted Use by Licensee		materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired, (3) cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs), or (4) disclose results of any Program benchmark tests without "Vendor's" prior written consent, except as required by applicable law, provided that you give "Vendor" prior notice and an opportunity to oppose such disclosure (unless prohibited by law).E55	
285	Appendix B – 22802 General Specifications	65 Software License Grant, Permitted License Transfer, e Permitted License Transfer	16	Bid Deviation. Exception taken to this clause as written as it is not industry standard. "Vendor" permits transfers, subject to customer's written request. All transfers granted by "Vendor" are subject to a single page, separate transfer agreement that must be signed by all three (3) parties i.e. the Transferor (party who bought and owns the licenses), Transferee (party or end-customer receiving the licenses being transferred), and "Vendor"	OGS respectfully declines to make the requested change.
19	Appendix B – 22802 General Specifications	66 Product Acceptance		c. Product Warranty for Deliverables During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. Contractor shall extend the Project warranty period for individual component(s), or for the system as a whole, as applicable, by the cumulative period(s) of time, after notification, during which an individual component or the system requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers, Subcontractors, distributors, resellers or employees ("extended warranty").	OGS respectfully declines to make the requested change.
358	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Can we change this to 30 days for all new products hw/sw, but not acceptance for Cloud? Acceptance occurs upon delivery for everything else.	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
359	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Can we delete this extension of the license term? Not relevant for perpetual licenses, which is what the State usually buys.	OGS respectfully declines to make the requested change.
360	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Can we delete the right to cancel orders?	OGS respectfully declines to make the requested change.
361	Appendix B – 22802 General Specifications	66 Product Acceptance	17	What specifications does this reference? This should relate back to the warranty to the user documentation	"Specifications" references the description of the Product set forth in the Authorized User's RFQ.
362	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Can we remove "The Contractor shall promptly reimburse the Authorized User for any costs incurred in storage or effecting removal or disposition after the ten calendar day period"?	OGS respectfully declines to make the requested change.
286	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Bid Deviation. Exception taken to this clause as written as it is not industry standard. o "Vendor" cannot agree to product acceptance clauses as Acceptance provisions cause revenue recognition problems. Instead, "Vendor" provides no charge evaluation licenses and proofs of concept. We don't want our customers to buy until they're ready. And, "Vendor" does offer warranty with a refund remedy if we can't fix a problem.	OGS respectfully declines to make the requested change.
526	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Product Acceptance: The section indicates that a hardware product will be accepted no later than 30 days after delivery. All other products will be accepted within 60 days. If by other products the State means Implementation Services, "Vendor" requests that the State reduce this to 30 days from the service completion date. Invoices for services work cannot be submitted without acceptance. Waiting 60 days places "Vendor" in a position to absorb cost for work performed with no recoveries for up to 60 days.	OGS respectfully declines to make the requested change.

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549	Appendix B – 22802 General Specifications	66 Product Acceptance	17	This provision will not be applicable to Cloud services, as those services are consumed and billed for their consumption upon use or delivery. Will the State allow the method of acceptance to be specified in an individual order?	Please see Appendix B Section 66 Product Acceptance, which includes the following language: "Unless otherwise provided by mutual agreement of the Authorized User and the Contractor in the Authorized User Agreement..."
193	Appendix B – 22802 General Specifications	66 Product Acceptance	17	"Vendor" is providing COTS software and installation services under this Agreement. Following standard industry practices, "Vendor's" software is accepted upon delivery. This practice is based upon software accounting rules: an "acceptance period" for standard products or services can have significant negative revenue recognition implications, and generally revenue cannot be recognized until the customer's ability to reject the programs or services has lapsed. "Vendor" priced its software offering to the State based on its ability to recognize revenue immediately. With this in mind, "Vendor" would like the opportunity to negotiate some mutually acceptable edits to this section. In particular, Authorized Users may waive acceptance in writing with regard to software. With regard to hardware, there are no acceptance provisions and acceptance will be pursuant to the terms of the service provided. Services are not subject to acceptance, subject to the applicable Statement of Work. There is a lack of recognition that incremental software purchases are not entitled to acceptance. We look forward to negotiating mutually acceptable terms here.	OGS respectfully declines to make the requested change. Please see Appendix B Section 66 Product Acceptance, which includes the following language: "Unless otherwise provided by mutual agreement of the Authorized User and the Contractor in the Authorized User Agreement..."
434	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Would OGS adjust these terms for cloud-based services? Cloud Service Providers that offer subscription cloud services (Lot 3) do not typically provide a product acceptance period as the service is immediately available and an authorized user would still be protected by the warranty of the subscription agreement.	OGS respectfully declines to make the requested change.
194	Appendix B – 22802 General Specifications	67 Audit of Licensed Product Usage	17	"Vendor" objects to subpart 3--we conduct our own audits with no independent auditors--and subpart 4--we have our own scripts and processes. With regard to subpart 5, the Authorized User will also responsible for support if they were out of compliance.	OGS respectfully declines to make the requested change.
363	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	Can we remove "project deliverables"?	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
468	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	Is this clause necessary since software application development, etc. is excluded from the solicitation? This would seem to add confusion since the small amount of work involved in "implementation" work should not generate IP rights for an Authorized User. Alternatively, the cap on the costs of implementation services should be increased to provide compensation for the generation of intellectual property.	OGS respectfully declines to make the requested change.
469	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	If this clause is not removed, please make clear that the mere performance of installation work or implementation work would not create a "Custom Product" out of the pre-existing operating system nor give an Authorized User a perpetual license to create derivative works of a software operating system.	OGS respectfully declines to make the requested change.
195	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	"Vendor" must retain ownership of all deliverables and all of its intellectual property, including all derivative rights and, upon payment, the Authorized User will have a perpetual non-exclusive, non-assignable, royalty free license to use for your own internal business operations anything developed by "Vendor" and delivered to the Authorized User, subject to additional license terms provided in the Order. The State retains rights in its own property.	OGS respectfully declines to make the requested change.
365	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, b Title to Project Deliverables, Software	18	Title to Software does not pass can the language be changed?	OGS respectfully declines to make the requested change.
366	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, ii Custom Products	18	Can we delete Custom Products and handle rights separately in one-off statements of work	OGS respectfully declines to make the requested change.
364	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, ii	18	Can we delete "Existing Products includes any discovery, invention, report, document, data, photograph, deliverable, or other material in connection with or provided pursuant to this Contract that existed prior to or was developed or discovered independently from the activities directly related to this Contract.	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
		Custom Products		Contractor bears the burden of proving that a particular product was in existence prior to the commencement of the Project"?	
339	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, ii Custom Products, Sale or License	18	Can we remove Sale or License of Custom Products Involving Tax-Exempt Financing (i.e., Certificates of Participation - COPS and handle rights separately in one-off statements of work?	OGS respectfully declines to make the requested change.
196	Appendix B – 22802 General Specifications	69 Proof of License	19	The fully signed Order Form, the end user's corresponding purchase order and payment of "Vendor" invoice shall serve as the user's proof of license.	OGS respectfully declines to make the requested change.
112	Appendix B – 22802 General Specifications	69 Proof of License	19	Please confirm this does not apply to Cloud products	Lot 3 - Cloud is not excluded from Appendix B, Section 69 Proof of License.
197	Appendix B – 22802 General Specifications	71 Changes to Product or Service Offerings	19	If "Vendor" makes successor products available for the "Vendor" programs that include substantially similar functionality and features as a program for which you have purchased a program license, "Vendor" will provide you with a migration path from the old software to the new software and the right to use the new software under the agreement (and ordering document) at no charge, provided that (i) you are current on technical support for the old software; (ii) this right shall only apply to new software that is available in production release status on the operating system identified by you at the time of the request; and (iii) "Vendor" is currently making available, at no charge, such migration path from the old software to the new software so its other supported customers.	OGS respectfully declines to make the requested change.
430	Appendix B – 22802 General Specifications	71 Changes to Product or Service Offerings	19	Cloud Service Providers routinely update their products. Will the State alter this language for cloud products?	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
198	Appendix B – 22802 General Specifications	72 No Hardstop	19	In the event that a program contains such disabling code or mechanism, "Vendor" will agree to not activate these components. A court of competent jurisdiction may reasonably determine that an adequate remedy at law does not exist and that other measures, such as a temporary restrainer order or injunction may be necessary. To that end, the user may seek such equitable relief. However, remedies at law may be sufficient and we will not at this point agree that only injunctive relief would suffice for a hypothetical scenario.	OGS respectfully declines to make the requested change.
287	Appendix B – 22802 General Specifications	73 Source Code for Escrow	19	Bid Deviation. Exception taken to this clause as written as it is not industry standard. o "Vendor" does offer software escrow services upon request and at customers expense. At customer's request, customer shall, upon execution of a customer registration agreement, be added as a beneficiary of "Vendor's" existing source code escrow agreement. "Vendor" is happy to negotiate the details with each Authorized User(s) when they are ready to make a purchase.	OGS respectfully declines to make the requested change.
113	Appendix B – 22802 General Specifications	73 Source Code for Escrow	19	Please confirm this does not apply to Cloud products	Lot 3 - Cloud is not excluded from Appendix B, Section 73 Source Code for Escrow.
470	Appendix B – 22802 General Specifications	73 Source Code for Escrow	19	Please explain what options a Contractor has if they are unable to put source code into escrow.	OGS respectfully declines to change the provision. Such options, if any, will be determined by the Authorized User at the transaction level.
199	Appendix B – 22802 General Specifications	73 Source Code for Escrow	19	"Vendor" maintains source code for its proprietary software (when that source code is not distributed with the software) in escrow with a single agent. "Vendor" offers standard escrow language and protection for its customers who request escrow protection. By standardizing its escrow arrangements, "Vendor" ensures that all customers entitled to escrowed source code will have appropriate access to the materials in the proper circumstances. We can provide acceptable escrow language upon request.	OGS respectfully declines to make the requested change.
440	Appendix B – 22802 General	8 Extraneous Terms	2	Please indicate how a Contractor may include their standard End User License Agreement.	Please refer to Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement and Appendix B, Section 28.

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	Specifications				
150	Appendix B – 22802 General Specifications	8 Extraneous Terms	2	1) With regard to the underlined paragraph, please clarify that this does not exclude "Vendor's" policies, documentation, references, etc. 2) The Order Form will be negotiated and if something is referenced in a url, it is a binding part of the contract.	OGS respectfully declines to make the requested change.
151	Appendix B – 22802 General Specifications	9 Confidential/Trade Secret Materials	3	We request the opportunity to negotiate mutually acceptable changes to this section. The term Confidential Information should have a more narrow definition and such information should be marked. Further, we request that the State and Authorized User expressly acknowledge that Source Code to Licensed Software, and the Documentation, are confidential. In addition, while this definition accounts for certain exceptions to confidentiality, certain other exceptions should also apply (e.g. in the receiving party's lawful possession prior to prior to disclosure; requirement to disclose under existing contractual obligations; requirement from a regulatory body; disclosure to subcontractors/auditors, etc). In addition, "Vendor" must be given notice and an opportunity to respond.	OGS respectfully declines to make the requested change.
17	Appendix B – 22802 General Specifications	9 Confidential/Trade Secret Materials	12	Appendix language states.	There is no question presented in this instance.
71	Appendix B – 22802 General Specifications	General		How does "Vendor" provide its suggested modifications to Appendix B?	Vendors must use Attachment 6 – Inquiry and Solicitation Deviation Template to submit any questions, comments and Solicitation deviations by the deadline stated in revised Solicitation Section 1.9 Key Events and Dates. OGS will not entertain any deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature. Refer also to Solicitation Section 4.6 Extraneous Terms and Appendix B, Section 8 Extraneous Terms.
72	Appendix B – 22802 General Specifications	General		How does "Vendor" incorporate its documents into the RFP and the resulting centralized contract?	Please review and follow the bid submission requirements in the Solicitation. Please see Solicitation Section 4.6 Extraneous Terms for additional information.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
73	Appendix B – 22802 General Specifications	General		Can the State provide "Vendor" with an editable version of Appendix B?	OGS respectfully declines to make the requested change.
423	Appendix B – 22802 General Specifications	General		1) Cloud Service Providers have different and additional terms and conditions within their master subscription agreements that are specific to their unique cloud-based services and the delivery of their specific cloud subscription services. Will OGS review the CSP's MSA terms to be negotiated and incorporated into the master terms for this contract? 2) Or, would these be reviewed and accepted as part of a response to a statement of work issued under the contract?	1) No. 2) Subject to Solicitation Section 8.28 Additional Contractor Terms and Conditions, such review, if any, will be undertaken by the Authorized User at the transaction level.
622	Appendix C – Contract Modification Procedures	1.1.1 Updates	1	1) For a contractor holding a Lot 3 contract, would an addition of a new XaaS offering that has a different pricing structure be considered a simple update or complex update? 2) If a complex update, what evidence of price reasonableness would be acceptable?	1) It is a Complex Update. 2) Please see revised Solicitation Section 2.4 Reasonableness of Pricing for additional information regarding acceptable documentation.
301	Appendix C – Contract Modification Procedures	1.1.1 Updates		How is "Re-bundling of Products" defined? Can OGS please provide an example of when this might occur?	See revised Appendix C - Contract Modification Procedures.
79	Appendix C – Contract Modification Procedures	1.1.1 Updates	1	For a Complex Update - if we are adding a new product (that has already been accepted and published on the GSA Schedule) do we still need to provide verifiable sales information?	Yes. All Complex Updates require justification of reasonableness of price with review and approval by OGS. See revised Appendix C - Contract Modification Procedures for additional information.
302	Appendix C – Contract Modification Procedures	1.3 Price Level Justification Format		This requirement is confusing. First, it reads: "For all Contract Modifications requesting a change in pricing level resulting in increased Contract pricing Contractor is required...". However, it also indicates that "The Product and price level information should include and identify (e.g. by use of separate worksheets or by using italics, bold and/or color fonts): Price level increases, Price level decreases, Products being added" which seems to conflict with the first statement. Can OGS please clarify this requirement?	Please see revised Appendix C - Contract Modification Procedure, Section 1.3 Price Level Justification - Format for additional information.
677	Appendix C – Contract	General		Once prices are submitted, how or what is the mechanism to add, change delete SKUs/Products to prices?	See revised Attachment C - Contract Modification Procedures for additional information.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
	Modification Procedures				
114	Appendix D – Primary Security and Privacy Mandates	General		Please confirm that this document does not cause the Contractor to become subject to any laws, rules, or regulations to which it would not already be subject by virtue of providing the services	OGS respectfully declines to provide the requested confirmation. Vendor is subject to all applicable laws, rules, and regulations and any additional requirements set forth by the Authorized User in the RFQ.
87	Appendix D – Primary Security and Privacy Mandates	General		Please advise which security and privacy mandates are applicable to the product and services that "Vendor" renders.	Vendor is subject to all applicable laws, rules, and regulations and any additional requirements set forth by the Authorized User in the RFQ.
252	Appendix D – Primary Security and Privacy Mandates	General	1	App. D has a number of security and privacy mandates, with links to guidance. We are in the process of completing/updating various standards. From the App D document "Details should be outlined in the Statement of Work prior to engagement of services." The SoW is part of a real submission, not part of this umbrella, so we should be able to provide details on security and privacy compliance at that time, correct?	Vendor is subject to all applicable laws, rules, and regulations set forth in Appendix D and shall provide details on compliance as required by the Authorized User's RFQ.
200	Appendix D – Primary Security and Privacy Mandates	General		Please clarify the purpose of this attachment. "Vendor" cannot agree to comply with each and every one of these items as different products and services will have specific concerns and requirements. These issues are best addressed each time on a case by case basis.	Vendor is subject to all applicable laws, rules, and regulations set forth in Appendix D and shall provide details on compliance as required by the Authorized User's RFQ.
419	Appendix D – Primary Security and Privacy Mandates	General		Is a response to this Appendix required? We understand that applicable standards such as these would be incorporated by a State Agency as part of the development of a statement of work/request for quote that would be released under this contract?	No response to revised Appendix D - Primary Security and Privacy Mandates is required in response to the Solicitation.
76	Attachment 1 - Price Pages	Category Discount		Since the State receives GSA Equivalent pricing would it be appropriate to have 0% as a minimum discount in the Category Discount worksheet? If no, see the next question. If yes, skip the next question.	No. Each item proposed must show the List Price, Discount and Net Price.
432	Attachment 1 - Price Pages	Category Discount		Is the discount that "Vendor's" are to insert in Attachment 1 - Pricing Pages, worksheet, 'Category Discount' the discount off of a commercial price list or nationally published price list? For example, if a "Vendor" is bidding GSA	See revised Solicitation Section 2.3 Nationally Published Price List.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
				schedule price, where a discount is already applied to the GSA contract price, how should "Vendor" complete the discount in Attachment 1?	
433	Attachment 1 - Price Pages	Category Discount		1) What is the purpose of word 'Example' in row 8 as it pertains to the minimum NYS discount? This field is yellow, but is a locked cell. 2) Are "Vendor's" to put their proposed discount on row 10?	1) Row 8 within the "Category Discount" tab is used to show the Vendor an Example of how they should complete both the Product Category Name and Minimum NYS Discount. This is a locked row and not intended to be modified. 2) Yes
303	Attachment 1 - Price Pages	Fields		1) Can OGS please clarify what is meant by Actual NYS Discount? 2) How is this different than the Minimum NYS Discount?	1) & 2) See "Fields" Tab within revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages for definitions.
397	Attachment 1 - Price Pages	General		Our product model does not use SKU's. Can an alternate product description be used?	No. Each item proposed must have a unique Manufacturer Part Number (SKU).
290	Attachment 1 - Price Pages	General		Some manufacturers may have tens of thousands of skus making it impractical and impossible to complete the individual line item drop down menus in the current price page. Can NY allow "Vendor's" to discuss or provide alternative suggestions for a more practical methods to provide this information?	Attachment 1 – Price Pages (and other Excel documents) were developed under the premise that IT Vendors would be able to complete these documents through a Data Conversion process.
116	Attachment 1 - Price Pages	General		Can the contractor specify a minimum purchase size?	No.
553	Attachment 1 - Price Pages	General		"Vendor" is seeking to respond to this RFP in the manner required by the State. However both the volume of business and the volume of part numbers we have make it impossible to meet the requirements of the spreadsheet. For example, our current microcomputer, storage and server contracts are each approximately 3500 pages with 200,000 line items each. Is there an opportunity for "Vendor" to have a dialogue with the State to discuss an alternate format for submitting the information requested?	OGS respectfully declines to make the requested change. Vendors must respond to the Solicitation using revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages.
400	Attachment 1 - Price Pages	General	1	We have had issues sending electronic files of our pricing lists in the past as they are large files. Is there an alternate way of submitting these like a CD? What is the maximum file size you can receive via outlook? And or any other alternative?	Please review Solicitation Section 3 Vendor Submission for requirements regarding electronic submissions. Details regarding the means of submitting electronic documentation for future Contract amendments will be addressed after Contract award. See also revised Appendix C – Contract Modification Procedure.
401	Attachment 1 - Price Pages	General		Will category based pricing submissions be accepted instead of individual part numbers?	No. Each item proposed must have a unique Manufacturer Part Number (SKU).

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
402	Attachment 1 - Price Pages	General		The excel files are not in a format that is legible. They are very dark and blurry. Can you adjust?	A cell that appears greyed out means that information from another tab has not been completed. For instance, the Vendor may not have chosen "Yes" in responding to a Lot. It is important that tabs be completed in the correct order. Attachment 1 - Price Pages have been revised to remove protection from the "Reasonableness of Price Validation" section and to include updated instructions.
685	Attachment 1 - Price Pages	General		Does the discount level need to be the same for every SKU?	No. Discounts should be specific to the Product category as designated by the Manufacturer.
77	Attachment 1 - Price Pages	Lot 1 Software		The State currently has a GSA Equivalent price list with "Vendor". The discounts between the List Price and GSA/State Price can vary from 1% to over 18%. This worksheet is applying the same discount (as defined in the Category Discount worksheet) to each line item. How should varying discounts be handled?	Category Discounts are used to facilitate timely "simple" Contract updates. If a Vendor has multiple Discount levels, a Vendor would define a category for each Discount. If Vendor uses this methodology, all future Product "adds" would fall under the "complex" modification procedure. See revised Appendix C – Contract Modification Procedure.
123	Attachment 1 - Price Pages	Lot 1, 2, 3 and 4 Tabs		Is there a maximum number of characters for the "Product Description" cells?	Yes. Excel will display only the first 1,024 characters in each cell.
305	Attachment 1 - Price Pages	Lot 1, 2, 3 and 4 Tabs		1) Can OGS provide a better/readable version of these tabs? It's not possible to read the information in red font in rows 6 and 7. 2) Are columns R, S, T, U, and V intentionally locked? 3) Is the information in columns R, S, T, U, and V required for the RFP only, or will this be required for some/all future Contract Modifications?	1) Generally, a cell that appears greyed out means that information from another tab has not been completed. For instance, the Vendor may not have chosen "Yes" in responding to a Lot. It is important that tabs be completed in the correct order. 2) Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages have been revised to remove protection from the "Reasonableness of Price Validation" section. 3) Reasonableness of Price Validation is required for Vendor Submission and subsequent Contract Modifications.
78	Attachment 1 - Price Pages	Lot 1, 2, 3 and 4 Tabs		All the fields in the "Reasonableness of Price Validation" are protected and as a result, will not allow selection from the drop down selection list - is that intentional.	Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages have been revised to remove protection from the "Reasonableness of Price Validation" section.
138	Attachment 1 - Price Pages	Lot 3 Cloud		This page has Manufacturer's Part Number/SKU as a required field. For managed and subscription services our company does not have a part number, it has a service description. 1) Can the the SKU be omitted? 2) If the SKU is required, is it also required to show the SKU on the invoice?	1) No. Each item proposed must have a unique Manufacturer Part Number (SKU). 2) Yes. See revised Solicitation Section 2.2 Verifiable Sales.
304	Attachment 1 - Price Pages	VENDOR INFORMATION TAB		What does OGS mean by "Status of Category Discounts"? What information will be populated in this column?	The "Status of Category Discount" cell is used to indicate whether or not a Vendor has completed the "Category Discount Tab" for each lot it is responding to. It is a Calculated field, which requires no Vendor input.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
367	Attachment 11 – How to Use This Contract	2 Examples		Can the state define the difference between implementation and consulting services?	Please see revised Solicitation Section 1.7 Glossary, Implementation.
395	Attachment 12 – Template - Request for Quotation	General		1) Are both Attachments 12, 1 and 2, for illustrative purposes only POST award? 2) Can we assume neither of these attachments are needed for "Vendor" submission?	1) Attachment 12, Parts 1 and 2, will be used by Authorized Users at the transaction level. 2) Yes.
308	Attachment 12 – Template - Request for Quotation	General		Can you provide more explanation of how 12a and 12b will be used?	Authorized User will define their needs using Attachment 12 - Part 1 Request for Quote/Statement of Work Template. Attachment 12 - Part 2 Statement of Work – Request for Quote – Financial is the vehicle which Manufacturers and Resellers will utilize in providing their financial portion of their response to an Authorized User RFQ.
572	Attachment 12 – Template - Request for Quotation	General		Implementation services are often highly collaborative and the scope of them depends upon an end user’s needs, ability to contribute to the implementation process, and willingness to re-engineer existing processes. Requiring all prices for Lot 4 services to be fixed price could well result in the contract services being a poor fit for the needs of individual end users. Is it possible to offer certain Lot 4 services on a time and materials basis?	No. OGS respectfully declines to make the requested change.
5	Attachment 2 - Vendor Questionnaire	General		With respect to Attachment 02, item 3a which states “Do you have a contract with the General Services Administration (GSA) for Products and/or services as defined within this Solicitation”, how must bidders answer if their products are on a GSA schedule awarded to a distributor/reseller which is a different corporate entity?	Please respond as instructed, “Yes” or “No” in revised Attachment 2 – Vendor Questions, question 3d Vendor Information Tab. See also revised Solicitation Section 2.4 Reasonableness of Pricing.
6	Attachment 2 - Vendor Questionnaire	General		With respect to Attachment 02, item 3a which states “Are prices quoted the same as or lower than those quoted to other corporations, institutions and government agencies (including GSA/VA contracts) on similar products, quantities, terms and conditions?” See "Best Pricing Offer" in Appendix B, OGS General Specifications.” How must bidders respond if prices quoted on the GSA schedule awarded to a different corporate entity are not under the control of a bidder?	Please respond as instructed, “Yes” or “No” in revised Attachment 2 – Vendor Questions, question 3d Vendor Information Tab. See also revised Solicitation Section 2.4 Reasonableness of Pricing.
513	Attachment 2 - Vendor	Vendor Checklist		The cells in this tab are locked. Please provide an unlocked version.	Attachment 2 - Vendor Questionnaire, has been revised to unlock cells that were locked in error, including those on the Vendor Checklist tab.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
	Questionnaire				
63	Attachment 2 - Vendor Questionnaire	Vendor Checklist	1	To enter the "Vendor" Name in the "Vendor" Checklist, please provide the password to "unprotect" the sheet."	Vendors will only type the Vendor Name within the Yellow field of the General Questions tab. Please be sure to complete the tabs in their correct order, as some cells such as Vendor Name and Federal ID Number carry over and populate other tabs. See revised Attachment 2 – Vendor Questionnaire Instructions.
623	Attachment 3 – Vendor, Reseller and Agent Information	2 Reseller Information	2	If we are planning to use state-approved authorized resellers as fulfillment partners under our contract, do we need to complete the Reseller Information as part of our bid response, or can we provide later after award (and prior to such Reseller's being permitted to take orders under our contract). We have a detailed screening process, objective application criteria and due diligence checks on all interested partners before we provide a final list.	Vendor is not required to include Resellers with a Vendor Submission, However, please see revised Solicitation Section 6.11.5 Condition for Responding to Authorized User Request for Quote.
387	Attachment 3 – Vendor, Reseller and Agent Information	2.2 Small Business		What is definition of resident in state of NY – can this be maintains a sales office in state of NY or must it be headquartered, incorporated etc within the State of NY.	Please refer to State Finance Law section 160(8) for the definition of “small business concern” or “small business.” See revised Solicitation Section 1.7 Glossary, Small Business.
405	Attachment 3 – Vendor, Reseller and Agent Information	General		1) If a manufacturer with more than one reseller requires, for operational reasons, that only one of those resellers at a time be assigned to a purchase contract (e.g. in order for the reseller to fulfill a contract with an enterprise-wide commitment, for which the State receives discounts relative to the ad hoc purchase price), will the State allow such an arrangement? 2) For example, after an agency’s competition between resellers during the RFQ process, may only one of those resellers be chosen to fulfill all purchases by that agency of the specific product(s) or cloud services for which the RFQ was issued?	1) Please see revised Solicitation Section 6.11 Contractor’s Obligation For Reseller Participation, and Attachment 11 - How to Use the Manufacturer Umbrella Contract. 2) Yes, depending on the Authorized User RFQ requirements and RFQ term. See revised Solicitation Section 8.4 Expiration of Contract; Survival of Authorized User Agreements.
248	Attachment 3 – Vendor, Reseller and Agent Information	General		1) It is our intent to utilize resellers under our contract. If we choose not to name such resellers in our response, is it acceptable to add them after Contract award? 2) If so, how long will this process take?	1) Yes. However, please see Solicitation Section 6.11.5 Condition for Responding to Authorized User Request for Quote. 2) See revised Appendix C - Contract Modification Procedure, Section 1.1.1 Updates for additional information.
118	Attachment 4 - Verifiable Sales	General		1) If we do not meet the minimum sales requirement for a specific Lot, what are the consequences? 2) Are we still able to respond to that specific Lot?	1) Pursuant to Solicitation Section 2 Vendor Qualifications, Vendor must demonstrate the "Minimum Verifiable Sales Required" for each Lot it is responding to in order to obtain an award for that Lot. 2) No.

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119	Attachment 4 - Verifiable Sales	General		If we've launched a new product and it does not possess a sufficient sales history, are we still able to respond to that specific Lot?	Pursuant to Solicitation Section 2 Vendor Qualifications, Verifiable Sales must be provided for each Lot a Vendor is responding to. It is not necessary to document sales for each item a Vendor is including in Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages. Please see revised Solicitation Section 2.2 Verifiable Sales for additional details.
120	Attachment 4 - Verifiable Sales	General		Are we able to use sales from non-governmental entities to meet the minimum sales requirement?	No. Please see revised Solicitation Section 2.2 Verifiable Sales for additional details.
121	Attachment 4 - Verifiable Sales	General		Do the verifiable sales have to be New York entities?	No. Please see revised Solicitation Section 2.2 Verifiable Sales for additional details.
74	Attachment 4 - Verifiable Sales	General	1	Is the completion of this worksheet necessary for all the products on the State's existing Contract/GSA equivalent price list currently in place with "Vendor"?	No. Vendor must only include the documentation necessary to meet the Minimum Verifiable Sales required for each Lot it is responding to. Please see revised Solicitation Section 2.2 Verifiable Sales for additional details.
310	Attachment 4 - Verifiable Sales	General		If we were told to bid under Lot 2 (Hardware) because of our hardware-related software bundle, are we allowed to provide proof of Minimum Verifiable Sales under the "Software" minimum (\$1M) instead? As a software company, hardware is not the main component of our solution or our business.	No. Hardware/Software bundles are required to be offered in Lot 2. See revised Solicitation Sections 1.2.2, Lot 2 – Hardware and 2.2 Verifiable Sales for additional details.
393	Attachment 4 - Verifiable Sales	Vendor Certification		Can the signature on this form be the same authorized corporate signature for this entire RFP response on the other forms? Versus the CFO?	The Vendor Certification form may be signed by a designee if the Vendor also attaches a letter certifying the designee can sign on behalf of the company to the Vendor Certification form. See revised Attachment 4 - Verifiable Sales, Vendor Certification Tab and revised Solicitation section 2.2, Verifiable Sales.
4	Attachment 6 – Inquiry and Bid Deviation Template	General		What is the deadline for questions using the Inquiry Template?	Please refer to revised Section 1.9 Key Events/Dates of the Solicitation document.
292	Attachment 9 – Report of Contract Sales	Lots 1, 2, 3 and 4		1) What is the expectation with regards columns M, N, and O in this report? Please provide clarification. 2) Is this separate from the Monthly MWBE Reporting outlined in section 4.10.3.6 of the Solicitation?	1) See revised Attachment 9 - Report of Contract Sales. Columns M, N and O have been removed. 2) Yes. While revised Attachment 9 - Report of Contract Sales has been revised, the monthly MWBE reporting outlined in Solicitation Section 4.10.3.6 is separate.

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264	General	General		Will the future Distributor RFP Umbrella solicitation include a Cloud Lot?	OGS respectfully declines to respond to this inquiry. The responses within this document relate to Solicitation 22802 only.
652	General	General		please discuss and provide more clarity around the Distributor based contract referenced on the Web-X.	OGS respectfully declines to respond to this inquiry. The responses within this document relate to Solicitation 22802 only.
653	General	General		When will it (Distributor Based) be released, will it follow the same Lot structure of the Umbrella contract?	OGS respectfully declines to respond to this inquiry. The responses within this document relate to Solicitation 22802 only.
654	General	General		In addition to questions below, please discuss and provide more clarity around the Distributor based contract referenced on the Web-X. When will it be released, awarded, will it follow the same Lot structure of the Umbrella contract?	OGS respectfully declines to respond to this inquiry. The responses within this document relate to Solicitation 22802 only.
552	General	General		Today there are Hardware contracts specific to Printing and Copying. We would like to propose Managed Print Services (MPS) as part of our response. In which Lot would you suggest we provide these services?	The Manufacturer has to determine the applicable Lot, if any, based upon the requirements in the Solicitation. Documentation will be considered upon submission evaluation.
691	General	General		HBIT - Minority goals?	There is no question presented in this instance.
693	General	General		Will CTES be withdrawn? When	Please see revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts.
568	General	General		During the pre-bid conference on 1/23/15, the state mentioned a forthcoming RFP for a distributor-based software contract. Does the state have an approximate release date for this RFP?	OGS respectfully declines to respond to this inquiry. The responses within this document relate to Solicitation 22802 only.
664	General	General		May I request a recorded copy of the Pre-Bid Conference webex?	A recording of the Pre-Solicitation Conference has been published with the Bid Document Files and is available at: Link to WebEx Audio/Video files <a href="https://meetny.webex.com/meetny/ldr.php?RCID=96d46d1fc3ffd851d7503c58e284d49f">https://meetny.webex.com/meetny/ldr.php?RCID=96d46d1fc3ffd851d7503c58e284d49f</a> .
14	General	Update #1	1	"Vendor" is a NYS small business . We are in the process of being certified as MWBE . We would like to partner with a primary contractor for this solicitation to fulfill Lot 4 - Implementation requirements.We were wondering as to how to proceed given that the proposal states "Responses will only be accepted from Manufacturers". Would appreciate any help/guidance in the matter.	See Solicitation Sections 1.18 Joint Ventures, 2 Vendor Qualifications and 4.10 Contractor Requirements And Procedures For Equal Employment And Business Participation Opportunities For Minority Group Members And New York State Certified Minority- And Women-Owned Business Enterprises for additional information.
67	Solicitation	1.1 Overall Scope	10	At the bidders conference you made clear that your interest was in working directly with the manufacturers eg of Software products. You also said it was important that we worked with and involved Resellers. 1) What is your rationale for wanting to work through Resellers rather than direct with the manufacturers of software? 2) How do you envisage the Manufacturer/Reseller/OGS contractual relationship working?	1) See Solicitation Section 1.1 Overall Scope. OGS is directly contracting with Manufacturers; however, the use of Resellers allows for increased competition for Authorized User RFQ's. In the absence of Resellers, Authorized Users will be required to compete across Manufacturers. See Attachment 11 – How to Use the Manufacturer Umbrella Contract, Section 2 Example Procurement Scenarios. 2) The Contractual relationship is between the Manufacturer and OGS However, the Manufacturer will be liable for the Reseller's performance and compliance. See

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					Solicitation Sections 1.1 Overall Scope and 6.11 Contractor's Obligation For Reseller Participation.
129	Solicitation	1.1 Overall Scope	10	Understanding that resellers are allowed, can you please confirm that agents are also allowed to participate in the resultant contracts	A Manufacturer may request adding Sales Agent(s) via Appendix C – Contract Modification Procedure. See revised Solicitation Glossary 1.7, Sales Agent and revised Attachment 11- How to Use the Manufacturer Umbrella Contract.
244	Solicitation	1.13 Inquiries and Proposed Solicitation Deviations	23	Will OGS allow us to request any changes to the General Specifications and/or Appendix B? If so, do we red-line the proposed changes and submit during the second question period?	Manufacturers must use Attachment 6 – Inquiry and Solicitation Deviation Template to submit any questions, comments and Solicitation deviations by the Closing date for inquiries (see revised Solicitation Section 1.9 Key Events/Dates). Manufacturers are advised that OGS will not entertain any deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature. Please see Solicitation Section 4.6 Extraneous Terms for additional information.
245	Solicitation	1.13 Inquiries and Proposed Solicitation Deviations	23	Will OGS allow us to incorporate our "Standard Terms & Conditions of Sale & Support" with our response?	Please see Solicitation Section 4.6 Extraneous Terms.
403	Solicitation	1.13 Inquiries and Proposed Solicitation Deviations	23	To the extent that the State has negotiated clarifying amendments to Appendix B (General Specifications) in prior contracts for similar products and services, will the State entertain similar negotiation in this case	Per Solicitation Section 1.13, Vendors must use Attachment 6 – Inquiry and Solicitation Deviation Template to submit any questions, comments and Solicitation deviations by the deadline stated in Section 1.9 Key Events and Dates. OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature. Please see Solicitation Section 4.6 Extraneous Terms for additional information.
431	Solicitation	1.13 Inquiries and Proposed Solicitation Deviations	23	It is indicated that OGS will not accept any exceptions to Appendix A, however, will the State consider any proposed language changes to Appendix A?	No. See Solicitation Section 1.13 Inquiries And Proposed Solicitation Deviations
533	Solicitation	1.13 Inquiries and Proposed Solicitation Deviations	23	The scope and breadth of this RFP covers vastly different IT products and services, each of which may have some unique terms and conditions that conflict with or contradict or render inapplicable the terms in Appendix B. For instance, the terms applicable to a cloud offering are very different from the terms that would be used to purchase a desktop computer. Similarly, services provided incidental to an onsite server deployment will require different terms from the purchase of a commercial software application that can be downloaded and installed on a computer without assistance.	This Solicitation contains Lot specific terms and Conditions (see Solicitation Sections 9 and 10 and Appendix B) which covers the various types of offerings. Per revised Solicitation Section 1.13 Vendors are advised that OGS will not entertain any deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature. Terms submitted in response to Authorized User RFQs will be subject to Appendix B Sections 28 and revised 61, Solicitation Section 8.28 Additional Contractor Terms and

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				Will the State allow "Vendor's" to propose different terms for different types of offerings?	Conditions Within an Authorized User Agreement, and revised Appendix 11 - How to Use the Manufacturer Umbrella Contract.
534	Solicitation	1.13 Inquiries and Proposed Solicitation Deviations	23	Many of the State provisions in Appendix B are not reflective of market, industry and government purchasing standards, thereby preventing the State from obtaining the best value for the taxpayers. Will the State consider modifications to Appendix B?	See Solicitation Section 1.13 Inquiries And Proposed Solicitation Deviations.
673	Solicitation	1.13 Inquiries and Proposed Solicitation Deviations	23	Can you please confirm that the second round of inquiries and deviations are not limited to items raised in the first round?	Correct. The second round of inquiries are not limited to the items raised in the first round.
639	Solicitation	1.15 Contract Start Date	23	RFP discusses a rolling award. Please define who will be awarded contracts first.	See Solicitation Section 1.15 Contract Start Date.
729	Solicitation	1.15 Contract Start Date	23	Are all the contracts going to be awarded on the same date or in phases?	See Solicitation Section 1.15 Contract Start Date.
378	Solicitation	1.16 Contract Term	23	Is the termination of existing contract on the date the new contract is awarded or will the existing contract run for some period of time in parallel with the new contract?	See Solicitation Section 1.5 Replacement of Existing Statewide Contracts.
695	Solicitation	1.16 Contract Term		For Lots 1, 2, and 3, can the term of the contract be for 1, 2, or 3 more years? Can you have multi-year deals?	Yes. For Lots 1, 2 and 3, the term of the resulting Authorized User Agreement may be for multi-years. Length of the Agreement will be based on the Manufacturer SKU (e.g. 3-year server maintenance package). See Solicitation Sections 7.5 Maintenance/Support Agreement Contract Price Survival And 8.4 Expiration Of Contract; Survival Of Authorized User Agreements
337	Solicitation	1.17 Downstream Prohibition	24	While the intent is that an RFP or RFQ should identify ahead of time if any downstream work will be prohibited, it should be clarified that during the course of normal activity in purchasing off this contract, or if an RFQ does NOT specify downstream prohibition, that the "Vendor" should not be restricted. For example, if an agency purchases 500 licenses off the contract, deploys them, and then decides it was successful and a full agency rollout is the next step, neither Manufacturer nor its resellers should be prohibited in participating in that rollout.	OGS respectfully declines to make the requested change.
55	Solicitation	1.2 Lot Overview	10	Are apps for mobile devices included in Lot 1? If not, are they included anywhere in this Solicitation?	Depending on the nature of the App, Apps could be included in either Lot 1 - Software, Lot 2 - Hardware as part of a Bundle, or Lot 3 - Cloud. It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary for additional information.

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66	Solicitation	1.2 Lot Overview	10	At the bidders conference you said that it was the manufacturers 'vanilla offering' that you were interested in for Lot 1 software. Our software license includes configuration (but not customisation) for the customer. Does this qualify as a Lot 1 'vanilla package' or would we have to split out our offer into a pure software license as Lot 1 and software configuration as Lot 4?	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary for additional information.
124	Solicitation	1.2 Lot Overview	10	In regards to product/lot placement. If security software or hardware, deployed on prem, receives its protection updates from the cloud or, "Vendor", does this alone classify the product as "Cloud" as no customer data is transferred or stored in the cloud? Additionally, the product will "check in" with "Vendor", in real time for up to date virus information. File metadata can also be shared with "Vendor" to improve detection capabilities. Again, no customer or end user data is transmitted or stored in the cloud.	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary for additional information.
125	Solicitation	1.2 Lot Overview	10	"Vendor" offers a next-generation firewall/UTM appliance which would fall into the hardware lot. The product is also available to be purchased as software only, to be run on customer provided hardware, or in a virtual environment. Although it is essentially the same product, it is delivered in a different form, can the "same product" in this case be both Hardware for appropriate SKUs and Software for the appropriate SKUs?	The hardware Product would fall within Lot 2 - Hardware and the software only Product would fall within Lot 1 - Software.
242	Solicitation	1.2 Lot Overview	10	Training Packages, Remote and On-Site are included in the inclusions for Lots 1, 2, and 4; however, not for 3. Please advise if training is included in Lot 3.	Solicitation Section 1.2.3 Lot 3 – Cloud, Inclusions has been revised to include Training Packages.
334	Solicitation	1.2 Lot Overview	10	In the 1.2 Restrictions, it states "Offerings that are provided under other Lots cannot be purchased under this Lot". If we have prepackaged offerings that apply to multiple Lots, will they be disregarded if included under multiple lots? (for example: Remote Administration/Maintenance offerings that apply to both software Lot 1 and hardware Lot 2)	See revised Solicitation Section 1.2 Lot Overview.
556	Solicitation	1.2 Lot Overview	10	Is it appropriate that any hardware on which the cloud software would reside be included in both the hardware lot (Lot 2) and the cloud lot (Lot 3)?	No. Standalone Hardware should be included in Lot 2. Hardware if Bundled with a Cloud-component should be included as a Bundled item within Lot 3. See revised Solicitation Sections 1.7 Glossary, for Cloud and Section 1.2.3 Lot 3 - Cloud.
69	Solicitation	1.2.1 Software	11	1) Can you please clarify how ongoing maintenance and support of a COTS product, as a Lot 1 software product, is able to be procured through this solicitation? 2) We note that 'pre-packaged maintenance/support for contractors proprietary product line' can be offered through Lot 1, but does the 'pre-packaged' aspect exclude ongoing configuration and enhancements to the proprietary product line?	1) If the Manufacturer has pre-packaged maintenance/support with a defined SKU and five or more Resellers, then an Authorized User may elect to procure on an as-needed basis by a Manufacturer-specific RFQ. 2) Configuration costs up to 10% of the net NYS Contract Price for the total Products being procured is allowed. If more than 10% is required, a Lot 4 RFQ is required. 3) Once the 36-month Implementation project has been completed, the Authorized User would need to issue a new RFQ for additional implementation services. See

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				3) If so how does the Authorized User take advantage of such ongoing services beyond the 36 month implementation limit of Lot 4?	revised Solicitation Sections 1.2.4, Lot 4 – Implementation Services and 8.4 Expiration of Contract, Survival of Authorized User Agreements.
130	Solicitation	1.2.1 Software	11	Under software Lot 1, can you please elaborate on what is meant by the phrase "(management of software license inventory)" related to fleet management. Fleet management is a common term in the industry covering a number of functions and capabilities and it is unclear what this phrase is meant to describe.	See revised Solicitation Section 1.7 Glossary, Fleet Management.
293	Solicitation	1.2.1 Software		Can the State clarify their definition of fleet management under Lot 1 Software? Many customers including NYS Government already have tools to track software licenses.	See revised Solicitation Section 1.7 Glossary, Fleet Management.
328	Solicitation	1.2.1 Software	10	In the Lot 1 Inclusions, it states "Training Packages, Remote and On-Site that are standardized and prepackaged." However the Restrictions state "On Premise Only". Can you please confirm that Remote Training Packages are indeed acceptable under Lot 1?	Yes. Remote Training Packages are acceptable under Lot 1 Software. Solicitation Section 1.2.1 Lot 1 - Software, Restrictions has been revised to clarify On-Premise Software Only.
375	Solicitation	1.2.1 Software	10	1) What is the definition of installation? 2) can it include pre-packaged implementation services 3) as well as configuration set-up and 4) administration training or does all of this fall to Lot 4.	1) See Revised Solicitation 1.7 Glossary, Installation. 2) No. 3) No. 4) Pre-packaged training is allowed. Customized Training is not. See revised Solicitation Section 1.2 Lot Overview.
554	Solicitation	1.2.1 Software	11	The State has listed Cloud Offerings as excluded from this Lot. Does this mean that cloud software that runs a private managed On-Premise cloud at the State is excluded from this Lot?	No.
559	Solicitation	1.2.1 Software	10	Regarding Lot 1 - Software, the solicitation states that, "Offerings that are provided under other Lots shall not be purchased under this Lot." Please note that some of our software offerings are available both as non-cloud offerings (i.e., Lot 1) and as Software as a Service (Lot 3). Please clarify--are we able to offer the same software in both lots? If not, how should we account for the overlap in our offerings between Lots 1 and 3?	Yes. For purposes of this Solicitation, Software offered as Cloud shall be offered under Lot 3 – Cloud and Software offered as on-premises only shall be offered under Lot 1 - Software. However, each Product must be offered with unique SKU's within each Lot.
560	Solicitation	1.2.1 Software	10	Regarding Lot 1 - Software, the solicitation states that, "This Lot provides Authorized Users with a mechanism to purchase Products including software licenses (perpetual and term)..." Please clarify--is the State expecting Contractors to both perpetual and term licenses for software products, or will either a term or a perpetual license suffice?	A Manufacturer may offer Software Licenses, either Perpetual or Term, or if available, both.
561	Solicitation	1.2.1 Software	10	1) With respect to software licenses that are subject to annual renewal fees--how will the State procure these?	1) The Authorized User will define in the RFQ the duration of coverage. For example, 1, 2 or 5 years.

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				2) Will an RFQ be issued annually to procure the renewal licenses? 3) Will the purchase of manufacturer-specific maintenance/renewals be subject to the 5 reseller minimum for named manufacturer RFP's that was discussed during the pre-bid meeting?	2) The frequency will be determined by the Authorized User's needs and the term of the defined SKU. 3) Yes. See revised Solicitation Section 6.11.5 Condition for Responding to Authorized User Request for Quote.
638	Solicitation	1.2.1 Software		1) Are maintenance and installation packages allowed as SKUs and 2) Are these SKUs able to be procured in unlimited quantity in order to effectively and properly install the software procured?	1) Yes. 2) There is not enough information to respond to this question.
309	Solicitation	1.2.1 Software		Given that we provide a bundled software/hardware solution, in which we are the OEM of the software and the hardware is necessary to run the software, should we bid this under Lot 1 or Lot 2 (keeping in mind we are the OEM of the software, but NOT the hardware)?	A Vendor should only respond to a Lot to which they are eligible. See Solicitation Section 2 - Vendor Qualifications, revised Solicitation Sections 1.7 Glossary, Product Bundle and 1.2 Lot Overview.
311	Solicitation	1.2.1 Software		Our solutions are sold either as a bundle (one SKU including software license, hardware appliance, and deployment services) or are broken down by individual SKU, based on customer request. Do we need to submit our "bundle" SKUs under Lot 2, or do we need to separate and bid each associated SKU under the 3 corresponding Lots (software, hardware and implementation)?	The Products could be submitted both ways provided there are unique associated SKUs.
329	Solicitation	1.2.1 Software	10	Are Remote Administration/Maintenance offerings for software acceptable under Lot 1?	When proposing any Product, Manufacturer should refer to Solicitation Section 1.2 Lot Overview to determine the appropriate Lot(s).
275	Solicitation	1.2.1 Software, 1.2.3 Cloud	11	If we have software that can be divided into lot 1 and 3 will that be allowed? One category of the software will fit under Lot1. The other category can be a cloud offer and that will go into lot 3. The customer has a choice of on premise and or cloud.	Yes. A Manufacturer should propose Products under the applicable Lots. The items must each have a unique SKU and must be included in the Manufacturer's Price Pages for the appropriate Lot.
392	Solicitation	1.2.1 Software, 1.2.3 Cloud	11	Please elaborate on specific Fleet management solutions, referenced in Lots 1 and 3? Exactly what are you looking for?	See revised Solicitation Section 1.7 Glossary, Fleet Management.
52	Solicitation	1.2.2 Hardware	12	We install and maintain IT networks but do not mfg the equipment we install. At the information meeting, I was informed that only equipment mfgs could bid on equipment and implementation. On page 13, under Implementation Inclusions, it does clearly state the implementation and initial configurations of Lots1 through 3. So therefore, I understand that implementation-only bids will not be accepted. However, on page 12 under Hardware Inclusions it does list Pre-Packaged installation and configuration services. Unlike the prior listing, Pre-packaged Maintenance/Support for Contractor's proprietary product line, installation and configuration services does not specifically include any	A Manufacturer may name Resellers to any of the four Lots. Resellers will not hold individual Contracts.

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				proprietary equipment. That is exactly what we do. We install, often multiple brands of equipment, in unique, proprietary, pre-packaged configurations and would like to be able to offer those on this contract.	
59	Solicitation	1.2.2 Hardware	12	Are “Vendor’s” allowed to include manufacturer branded peripherals (monitors, super drives, etc) as a part of Lot 2? If not, then how will manufacturers offer those peripherals to the State?	See Solicitation Section 1.7 Glossary, Manufacturer/Hardware. In addition please see revised Solicitation 1.2.2 Hardware Inclusions.
61	Solicitation	1.2.2 Hardware	12	Can a manufacturer sell third party products if they are listed as a reseller for said third party products?	No. See revised Solicitation Section 1.2 Lots 1-3, Exclusions.
136	Solicitation	1.2.2 Hardware	12	Cabling is not called out as included or excluded in this section, yet most of these Hardware solutions require cabling to function properly. Can companies provide cabling in their response to Lot 2 Hardware? Further clarification would be required relative to OGS' intent to have only Manufacturers provide responses as most hardware “Vendor’s” don't manufacture their own cables? We don't believe that there are any cabling Manufacturers on NY State Contract today as the entities on State Contract currently are the Cabling Solutions providers. These providers install cabling made by different manufacturers in their solutions, they are not necessarily resellers or agents of a cabling Manufacturers' cabling product.	Yes. If the Vendor is a cable Manufacturer.
296	Solicitation	1.2.2 Hardware	10	As indicated the pre-bidder’s conference, OGS is going to allow a small number of third party products in Lot 1 – Software. However, per sections 1.2.2 and 1.3, third party products are excluded from Lot 1. Will OGS be revising the language to allow third party products?	OGS respectfully declines to make the requested change. Stand-alone Third Party Product are excluded. Third Party Products are allowed as part of a Bundle only if they are required to facilitate the provision of the solution. See revised Sections 1.2.1, Lot 1 – Software, 1.2.2, Lot 2 – Hardware, and 1.2.3, Lot 3 – Cloud.
297	Solicitation	1.2.2 Hardware	12	Will OGS also allow a small percentage of third party hardware products (in Lot 2) if they are required to make a complete solution? For example, customers would have to purchase APC products under a separate contract even though APC products are part of an overall server/storage solutions.	OGS respectfully declines to make the requested change. Stand-alone Third Party Product are excluded. Third Party Products are allowed as part of a Bundle only if they are required to facilitate the provision of the solution. See revised Solicitation Sections 1.2.1 Lot 1 – Software, 1.2.2 Lot 2 – Hardware, and 1.2.3 Lot 3 – Cloud.
298	Solicitation	1.2.2 Hardware	12	No Products deemed end of Manufacturer production or within 6 months prior to end of life are to be sold, except with prior written approval by the Authorized User.	Correct.
330	Solicitation	1.2.2 Hardware	11	In the Lot 2 Inclusions, the following are included: • Training Packages (Remote and On-Site) that are standardized and prepackaged • Remote Administration/Maintenance However the Restrictions state “On Premise Only”. Can you please confirm	Solicitation revised Section 1.2.2 Lot 2 - Hardware, Restrictions has been revised to remove On-Premise Only. Training Packages (Remote and On-Site) that are standardized and prepackaged are allowed under Lot 2 - Hardware.

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				that Remote Training Packages and Remote Administration/Maintenance are indeed acceptable under Lot 2?	
505	Solicitation	1.2.2 Hardware	11	As new announcements in any of the lots are made by manufacturers that may provide more value to NYS (features, performance, cost), will there be a mechanism to introduce them in a timely way that doesn't involve waiting for the periodic recruitment? How would this be accomplished?	See Solicitation Section 5.3 Contract Updates and revised Appendix C - Contract Modification Procedures.
516	Solicitation	1.2.2 Hardware		Currently, on the NYS Micro Computer Contract, NYS allows certain third party Software (Absolute) and Services (Imaging, Asset Tagging, Install etc...) as part of the contract. Will this again be part of the Hardware Contract, or will it have to be under its own cover?	Please see revised Solicitation Section 1.2.2 Lot 2 - Hardware for a list of Product inclusions, restrictions and exclusions.
13	Solicitation	1.2.2 Hardware	12	We manufacture Storage / Charging Carts that are typically they are used in schools (1:1), universities and hospitals, to charge and lock up computing devices (laptops, iPads, etc). While it is not defined in the bid, I believe it would be covered in LOT 2 Hardware. Can you please verify?	Products which can be defined as Hardware may be included in the Lot 2 - Hardware. See revised Solicitation Section 1.7 Glossary for definitions. Please see revised Solicitation Section 1.2.2 Lot 2 - Hardware for a list of Product inclusions, restrictions and exclusions.
299	Solicitation	1.2.2 Hardware	12	Manufacturers Only, as defined in the Glossary as Manufacturer – Hardware Offerings that are provided under other Lots cannot be purchased under this Lot What if a "Vendor" sells a server, for example, that could be used in a cloud solution or a non-cloud solution? Which lot does that hardware belong under?	For purposes of this Solicitation, Hardware that is bundled in a Cloud solution is considered one Product should be offered under Lot 3 - Cloud. That same Hardware which does not interact with the Cloud should be offered under Lot 2 - Hardware. Each Product would require a unique SKU number within each appropriate Lot. See revised Solicitation Section 1.7 Glossary, Cloud.
306	Solicitation	1.2.2 Hardware		No Products deemed end of Manufacturer production or within 6 months prior to end of life are to be sold, except with prior written approval by the Authorized User. Request this requirement be removed based on nature of technology and industry this is an unreasonable requirement. End of Life is a fluid date and supply chain management of components, which is unpredictable is a predominant issue.	OGS respectfully declines to make the requested change.
555	Solicitation	1.2.2 Hardware	12	The State has listed Cloud Offerings as excluded from this Lot. Does this mean that the Hardware necessary to build a private, managed, On-Premise cloud would not be able to be sold under this Lot?	Stand-alone Hardware should be included in Lot 2 - Hardware. Hardware that is bundled in a Cloud solution is considered one Product shall be offered under Lot 3 - Cloud.
131	Solicitation	1.2.3 Cloud	13	Managed Services is included here as an allowable service under Lot 3. Can you please define this further. Managed services is a broad category that can relate to the management of equipment, hardware, software, network and cloud services	Please see revised Solicitation Section 1.7 Glossary, Cloud and revised Solicitation Section 1.2.3 Lot 3 - Cloud.
132	Solicitation	1.2.3 Cloud	13	Can you please clarify what is meant by the inclusion of Internet Service under Lot 3. Does OGS mean the physical network connectivity to the Internet?	Standalone connectivity service is excluded from this Solicitation. If connectivity is included within a Cloud service bundle, it may be included within Lot 3.

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135	Solicitation	1.2.3 Cloud	13	Internet is specifically called out in the inclusion section under Lot 3, what about other connectivity to Clouds such as Private connections like MPLS, etc...?	Standalone connectivity service is excluded from this Solicitation. If connectivity is included within a Cloud service bundle, it may be included within Lot 3.
390	Solicitation	1.2.3 Cloud	13	In Lot Group 3, you mention Internet Service. Please explain what components you are looking for ? Access and Ports? Normally, "Vendor's" do not have SKU's relating to Internet Service.	Standalone connectivity service is excluded from this Solicitation. If connectivity is included within a Cloud service bundle, it may be included within Lot 3.
394	Solicitation	1.2.3 Cloud	13	In Lot Group 3- Cloud you mention Audio and Video Conferencing Services, normally these services are priced in a cost per minute, not a SKU number. Please comment what exactly you are looking for in this section?	See revised Solicitation Section 1.2.3 Lot 3 - Cloud. Any Cloud services offered may be priced any way a Manufacturer chooses as long as the item has a unique SKU number.
481	Solicitation	1.2.3 Cloud		During the conference, the statement was made "if your product touches the cloud, it must be in the cloud lot." This is of concern because as a hardware manufacturer, we have equipment that enables communication with the cloud, but is not a cloud service but is not bundles which include Hardware and/or Software in combination with Cloud Services. All components of the Bundle must be within the overall scope of this Solicitation. The Hardware or Software Products included in the Bundle cannot be listed as stand-alone items for this Lot. Based on comments in the conference our "connector hardware/software would be precluded from the contract	Per revised Solicitation Sections 1.2.1 Lot 1 - Software, and 1.2.2 Lot 2 - Hardware, Cloud Offering and Cloud Paired Appliances, are excluded from Lots 1 and 2. Revised Solicitation Section 1.2.3 Lot 3 - Cloud, sets forth the Cloud offerings that are covered by this Solicitation. For purposes of this Solicitation, Hardware that is bundled in a Cloud solution is considered one Product and should be offered under Lot 3 - Cloud. That same Hardware which does not interact with the Cloud should be offered under Lot 2 - Hardware. Each Product would require a unique SKU number within each appropriate Lot. See revised Solicitation Section 1.7 Glossary, Cloud.
498	Solicitation	1.2.3 Cloud	24	Can we assume that the support services themselves are products? As an example, a cloud CPU instance is sold by number of CPU cycles and amount of random access memory. It is supported at various levels and corresponding prices depending on its criticality. That support is a product separate from the CPU itself.	Yes, pursuant to revised Solicitation Section 1.2.3 Lot 3 - Cloud, the support services must be "Pre-packaged Cloud Maintenance/Support for Contractor's proprietary product line."
499	Solicitation	1.2.3 Cloud	24	Are services required to migrate server instances and associated storage from the NYS environment to the cloud included in implementation services or are they to be purchased separately at time of migration?	Lot 3 includes "Pre-packaged Cloud installation and configuration services". Implementation Services are included in Lot 4, See revised Solicitation Section 1.2 Lot Overview.
528	Solicitation	1.2.3 Cloud	13	Will FedRAMP compliance be considered a viable security policy?	Specific requirements will be included in an Authorized User RFQ.
529	Solicitation	1.2.3 Cloud		Based on all the Forum presentations and feedback from the "Vendor" community, we are wondering why Cloud services is bundled into this RFP. Cloud and its interpretations have a unique set of requirements that do not apply to HW, SW or other kinds of IT services. Will OGS consider taking Cloud out of this procurement for now and making it its own?	OGS respectfully declines to make the requested change.
276	Solicitation	1.2.3 Cloud		(Sic) Will all "Vendor" products be considered only for lot 3? Vendor Software Product VS. Vendor Hardware Product.	Pursuant to revised Solicitation Sections 1.2.1 Lot 1 - Software, and 1.2.2. Lot 2 - Hardware, Cloud Offering and Cloud Paired Appliances, are excluded from Lots 1 and 2. Revised Solicitation Section 1.2.3 Lot 3 - Cloud, sets forth the Cloud offerings that are covered by this Solicitation.

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502	Solicitation	1.2.3 Cloud	12	Is it correct to assume that all related services to implement Lot 3 such as network connectivity, Internet bandwidth, additional storage, CPU or memory required to meet the RFQ requirements beyond the base Lot 3 bundles will be handled add-on Lot 3 pricing elements?	Only if related services are offered as part of bundled Cloud Product. No stand-alone or Third Party Products (e.g. hardware or software) will be allowed. See revised Solicitation Section 1.2 Lot Overview.
527	Solicitation	1.2.3 Cloud	13	IaaS has several deployment options, e.g. Public, Virtual Private or Private. Does NYS foresee requirements for an IaaS with security posture requiring private deployment?	Authorized User requirements will be defined in their RFQ.
562	Solicitation	1.2.3 Cloud	12	1) With respect to Cloud Services that are subject to annual renewal fees---- how will the State procure these? 2) Will an RFQ be issued annually to procure the renewal licenses? 3) Will the purchase of manufacturer-specific maintenance/renewals be subject to the 5 reseller minimum for named manufacturer RFP's that was discussed during the pre-bid meeting?	1) The Authorized User will define in the RFQ the duration of coverage. For example, 1, 2 or 5 years. 2) The frequency will be determined by the Authorized User's needs and the term of the defined SKU. 3) Yes. See revised Solicitation Section 6.11 Contractor's Obligation For Reseller Participation.
721	Solicitation	1.2.3 Cloud		Please provide details regarding internet services in Lot Group 3. Does this service include a network access and bandwidth? What does it include? Is there a description in the RFP? Can you reference where?	Standalone internet service is excluded from this Solicitation. If connectivity is included within a Cloud Product bundle, it may be included within Lot 3.
11	Solicitation	1.2.3 Cloud		In the RFI conference there was much discussion around this umbrella contract including connectivity with provided examples of Dark Fiber, Satellite, etc. Should "Vendor's" respond with connectivity under the XaaS component of the Lot3? Or are these items out of scope. There are specific items including Internet, conferencing, IVR, but no other specifics related to other aforementioned connectivity items?	If connectivity is included within a Cloud Product bundle, it may be included within Lot 3. See revised Solicitation Section 1.2.3 Lot 3 - Cloud.
420	Solicitation	1.2.3 Cloud and 1.2.4 Implementation	0	1) We have a large ecosystem of certified system integration partners (these are other companies and not resellers) that are certified to implement our cloud products. How would our partners be able to participate on statements of work issued under this contract that fall in Lot 3 - Cloud and Lot 4 - Implementation services for Lot 3? 2) Is it anticipated that this contract will work in tandem with the Private-based Implementation Services master contract?	1) Please see Solicitation Sections 2.1 Vendor Eligibility and 6.11 Contractor's Obligation For Reseller Participation for additional information. 2) OGS respectfully declines to respond to this inquiry. The responses within this document relate to Solicitation 22802 only.
421	Solicitation	1.2.3 Cloud and 1.2.4 Implementation	12	Is it anticipated that NYS agencies issue statements of work/requests for quote just under individual Lots or will a combination of Lots be identified in a single statement of work/request for quote? For example, Lot 3 - Cloud and Lot 4 -	This will be determined by the Authorized User at the transaction level within the RFQ. Please refer to Attachment 11 - How to Use the Manufacturer Based See Attachment 11 – How to use The Manufacturer Umbrella Contract, Section 2 Example Procurement Scenarios.

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				Implementation services for Lot 3 as it relates to the NYS Agency's statement of work/request for quote?	
422	Solicitation	1.2.3 Cloud and 1.2.4 Implementation	12	Can resellers be bid by the Manufacturer to resell implementation services under Lot 4 (for Lot 3 - Cloud implementation services) that are not the Manufacturer's or reseller's employees? For example, the reseller would have a subcontract arrangement with a system integration partner that is certified to implement the cloud services in Lot 3.	Please see Solicitation Sections 2.1 Vendor Eligibility and 6.11 Contractor's Obligation For Reseller Participation for additional information.
88	Solicitation	1.2.4 Implementation Services	13	In inclusions it states ' Programming Services capped at no more than 10% of the total implementation cost'. How are 'programming services' defined?	Programming Services are modifications or additions to Source Code. See revised Solicitation Section 1.7 Glossary, Programming Services.
331	Solicitation	1.2.4 Implementation Services	13	In the Lot 4 Restrictions, it states "Restricted to Contractors for Lots 1, 2, and/or 3". 1.) Could you please define "Contractors"? 2.) Are "Vendor"-services included under Lot 4?	1.) Please see Appendix B, Section 2 Definitions, Contractor. 2) See revised Solicitation Section 1.2.4 Lot 4 - Implementation Services.
333	Solicitation	1.2.4 Implementation Services	13	As Section 1.3 excludes time and materials billings from the solicitation, are the implementation services under Lot 4 intended to be SKU-based?	Yes.
369	Solicitation	1.2.4 Implementation Services	13	1) It appears that Application Provisioning is excluded from Lot 4 but Implementation Services are also excluded from Lot 3 2) so where does the initial implementation and configuration/set-up for Cloud fall?	1) Ongoing Application Service Provisioning is excluded from Lot 4 - Implementation Services. 2) Implementation Services for Cloud can be purchased under Lot 4.
399	Solicitation	1.2.4 Implementation Services	13	Can Lots 1, 2 or 3 be bid with Lot 4 Implementation Services? Or - is it possible that the Software or Hardware can be sold by one Manufacturer – but Lot 4 (Implementation Services) bid and won by by another?	If the question refers to the transaction level, an Authorized User RFQ will identify which Lots are required. If the question refers to the OGS Contract a Vendor will not be awarded a Lot 4 Contract unless also awarded a Contract under Lots 1, 2 or 3.
471	Solicitation	1.2.4 Implementation Services	13	We understand that the IT Umbrella RFP prohibits T&M services, however, it is our interpretation that the IT Umbrella RFP will allow the use of fixed price on-site resident services to assist customers with the implementation of best practices, patch implementation and implementation of updates and/or upgrades, do you concur?	These maintenance/support services cannot be proposed under Lot 4 but can be proposed under Lots 1 and/or 2 if associated with a SKU.
472	Solicitation	1.2.4 Implementation Services	13	Request a bid deviation to specifically allow the use of fixed price on-site resident services used to assist with the implementation of best practices, patch implementation, system monitoring, system optimization and implementation of updates and/or upgrades	OGS respectfully declines to make the requested change.

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475	Solicitation	1.2.4 Implementation Services	13	1) As a follow up could you further define staff augmentation and 2) does it differ from having a storage resident onsite for a fixed amount of time?	1) Staff augmentation is standalone hourly based IT Services. 2) There is not enough information to respond to the question.
476	Solicitation	1.2.4 Implementation Services	13	1) How do you intend purchases to work if the customer also desires data migration services or 1A.) an on-site resident? 2) Will the procurement need to be made off-contract, or do you envision a customer utilizing several contracts simultaneously? 3) Would such a procurement involve the issuance of several mini-bids simultaneously, or of one single mini-bid with competition for various components being run off of different contracts?	Authorized Users will determine the scope of each RFQ and the particular Lots involved.
490	Solicitation	1.2.4 Implementation Services	13	It appears that Onsite resident services / specialized staff augmentation is not allowed on the new contract. Will there be a supplemental NYS OGS contract that manufacturers can offer these services on?	Staff Augmentation is excluded from this Solicitation. The responses within this document relate to Solicitation 22802 only.
492	Solicitation	1.2.4 Implementation Services	13	Please confirm if data migration is included in the 10% cap for the implementation services?	See revised Solicitation Section 1.2.4 Lot 4 - Implementation Services. 20% applies to programming services.
494	Solicitation	1.2.4 Implementation Services	13	1) From time to time a systems SW needs to be upgraded to a net new platform which requires an Operating System Upgrade / Data Migration. A manufacturer professional services engagement is required for such a upgrade from time to time. 2) Would the 10% cap rule apply to this situation?	1) Product upgrade services can be delivered in various strategies based on Manufacturers business models. They should be provided as SKUs under the appropriate Lot. 2) If programming services are required, the 20% cap applies. See revised Solicitation Section 1.2.4 Lot 4 – Implementation Services.
500	Solicitation	1.2.4 Implementation Services	25	Page 25 indicates "Programming Services capped at no more than 10% of the total implementation cost". Please confirm that this cap applies to Programming Services only.	Please see revised Solicitation Section 1.2.4 Lot 4 - Implementation Services, Exclusions, Programming Services requiring more than 20% of the net total implementation costs are excluded.
503	Solicitation	1.2.4 Implementation Services	13	Can OGS confirm/clarify that production customization is allowed under Lot 4 up to 10% of the value of the software?	Programming Services requiring more than 20% of the net total implementation costs are excluded. See revised Solicitation Section 1.2.4 Lot 4 – Implementation Services.
519	Solicitation	1.2.4 Implementation Services	13	Inclusion of services describes Data Conversion as a service for Lot 4. Data Categorization for in scope work was defined in Solicitation 22772 covering IT Consulting Services. Can you please describe the differences in services on Data Conversion services between the two solicitations?	See revised Solicitation Section 1.7 Glossary for Data Categorization and Data Conversion. Data Categorization Services are not in scope for this Solicitation.
520	Solicitation	1.2.4 Implementation Services	13	Customized training services are an in scope item. 1.) Are training materials to be included in the customized training? 2.) If so, are the training material costs to be included in the service price?	1) & 2) If such training materials have an associated cost, training materials may be offered as either part of the Customized Training SKU or as a separate Product SKU. See Appendix B Clause 68.3.b.ii.

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580	Solicitation	1.2.4 Implementation Services	13	Implementation Services are open to Manufacturers who are awarded contracts under Lots 1, 2 and/or 3. 1) Please consider revising to allow resellers to respond to Lot 4 to provide implementation services directly. The reseller is in a better position to establish not to exceed hourly rates. 2) If not, please confirm that the Manufacturer can use state-approved resellers to provide such implementation services. See also Section 2.6.4.1, p. 29.	1) OGS respectfully declines to make the requested change. 2) A Manufacturer may name Resellers to provide Lot 4 - Implementation Services. See Solicitation Section 6.11 Contractor's Obligation For Reseller Participation.
636	Solicitation	1.2.4 Implementation Services		States all services must be conducted within 36 months. • While this sounds plausible and reasonable, there are instances where due to agency and/or NYS delays, this is a potential issue. Language should be added to allow for exception if out of Manufacturer's control despite best efforts.	OGS respectfully declines to make the requested change.
666	Solicitation	1.2.4 Implementation Services		If I am a value added reseller of a particular manufacture that responds to Lot 1,2 or 3, but I am not listed as a VAR on this umbrella contract , can I still provide implementation services under Lot 4 or does my company specifically need to be named as a reseller within the agreement to provide those services?	In order to provide Implementation services, a Manufacturer must name the Reseller for a specific Lot using Attachment 3 Contractor and Reseller Information.
68	Solicitation	1.2.4 Implementation Services	13	You have a limit of 36 months from project start for Lot 4 Implementation services. With purchase of a Lot 1 perpetual software license we would envisage that the Authorised User may require "in production" customisation services (eg a Federal Gov. requirement to interface the Lot 1 software product to a new national system) after the 36 month period, which do not qualify as Lot 1 pre-packaged maintenance/support. Can such "in production" support services be procured through this solicitation or not?	OGS interprets the services described within this example as maintenance/support which may be offered under Lot 1 if offered by the Manufacturer as pre-packaged SKU.
332	Solicitation	1.2.4 Implementation Services	13	In the Lot 4 Restrictions, it states "All services in this Lot must be completed within 36 months of start date of Implementation project". If an extension is requested due to circumstances outside of the Contractor's control, will the State be able to grant written exception?	No.
491	Solicitation	1.2.4 Implementation Services	13	Does the 10% cap on implementation services run off of NYS OGS contract list price or the actual sale price?	There is no spending cap on Lot 4 – Implementation Services. The only cap within Lot 4 – Implementation Services is Programming Services requiring more than 20% of the total Implementation costs of the Authorized User Agreement. See revised Solicitation Section 1.2.4 Lot 4 – Implementation Services.
493	Solicitation	1.2.4 Implementation Services	13	LOT 4 Implementation Services-10% implementation question-if a total HW/SW/Support off of the contract is \$100,000 then the 10% implementation services are capped at \$10,000 as per the new contract. Please confirm.	There is no cap on Implementation Services in Lot 4.

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518	Solicitation	1.2.4 Implementation Services	13	Inclusion of services describes Business Analysis as a service for Lot 4. Business analysis for in scope work was defined in Solicitation 22772 covering IT Consulting Services. Can you please describe the differences in services on Business Analysis between the two solicitations?	See revised Solicitation Section 1.2.4 Lot 4 - Implementation Services.
715	Solicitation	1.2.4 Implementation Services		In Lot 4, must ALL services be offered via Fixed price? We focus on T&M.	Yes, See Solicitation Section 1.3 Products And Services Excluded From Scope Of The Solicitation And Resulting Contracts.
376	Solicitation	1.3 Products Excluded	14	Are there any restrictions to 3rd party products that are fully integrated into Software offerings ( ex: OEM of a report writer within a database management tool)?	See revised Solicitation Sections 1.2.1 Lot 1 - Software and revised Section 1.7 Glossary, Product Bundle.
368	Solicitation	1.3 Products Excluded	14	If Time and Material contracts are excluded from this RFP are all future contracts fixed price only? (See section 1.3)	Authorized User Agreements resulting from an RFQ are Fixed Price Deliverables.
581	Solicitation	1.4 Method of Award	14	1) What is the estimated periodic recruitment schedule? 2) Once a year or less frequently?	See Solicitation Section 5.2 Subsequent Periodic Recruitment.
9	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	Has the state established a mechanism for how existing contracts will be replaced? If a "Vendor" is awarded an Umbrella agreement with the State and currently has in place a direct PT contract, would the PT contract be terminated immediately and the Umbrella contract take effect or would there be a transition/phase-out period. Would the "Vendor's" PT contract continue through its expiration or has OGS determined how it will occur	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts.
46	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	Has the state established a mechanism for how existing contracts will be replaced? If a "Vendor" is awarded an Umbrella agreement with the State and currently has in place a direct PT contract, would the PT contract be terminated immediately and the Umbrella contract take effect or would there be a transition/phase-out period. Would the "Vendor's" PT contract continue through its expiration or has OGS determined how it will occur	See revised Solicitation Section 1.5 Replacement Of Existing Statewide Contracts.
371	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	Would the State clarify if existing contracts will stay in place until awarded a contract under the Umbrella RFP?	See revised Solicitation Section 1.5 Replacement Of Existing Statewide Contracts.
398	Solicitation	1.5 Replacement of Existing		Please elaborate on what specific contracts this solicitation will replace? Furthermore many of your existing contract for like services do not expire for several years.	See revised Solicitation Section 1.5 Replacement Of Existing Statewide Contracts.

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		Statewide Contracts			
506	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	<p>1) Is it OGS' intention to replace CTES in whole or in part?</p> <p>2) Today, CTES provides an avenue for smaller manufacturers and their offerings to be reached by NYS, in a timely way with terms acceptable to NYS. This allows NYS to stay abreast of new and innovative technology for proofs of concept or small deployments.</p> <p>3) In the absence of CTES, how should authorized users obtain access to these offerings, bearing in mind that conducting an RFP would not meet the needs of authorized users in terms of cost, effort and time?</p>	See revised Solicitation Section 1.5 Replacement Of Existing Statewide Contracts.
582	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	<p>1) What is the estimated schedule for replacing existing OGS contracts? Will there be a transition period of overlap?</p> <p>2) Will existing OGS contracts that cover products and services out of scope be terminated only to the extent there is overlap?</p>	See revised Solicitation Section 1.5 Replacement Of Existing Statewide Contracts.
377	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	What is the expectation for annual maintenance renewals contracted under an existing OGS contract?	If this question refers to an existing maintenance agreement, this depends on the terms and conditions of the existing OGS Contract.
133	Solicitation	1.7 Glossary	15	Since all services under this contract must be procured via a downstream solicitation, why cap configuration costs at 5% of the total hardware price as opposed to letting the market competition determine the appropriate amount and percentage.	OGS respectfully declines to make the requested change.
531	Solicitation	1.7 Glossary	21	The term "Will" is defined as permissive, but then suggests that the reader look to the definitions of "May," which is similarly permissive and "Shall," which is imperative. Please clarify whether the term "Will" is permissive or imperative.	See revised Solicitation Section 1.7 Glossary, May, Must, Shall and Will.
583	Solicitation	1.7 Glossary	18	Please consider revising or clarifying the definition of "Manufacturer - Cloud" to allow partners who are hosting the XaaS to hold the Lot 3 contract directly. For example, although the partner may use the OEM's equipment and recommended or required architecture to stand up the cloud offer, the partner is the one who will host the offer, price the offer, and provide the service SLAs, etc.	OGS respectfully declines to make the requested change.
584	Solicitation	1.7 Glossary	20	Please consider revising or clarifying the definition of "Security Incident" to delete "imminent threat of violation." Many potential threats are thwarted by the	OGS respectfully declines to make the requested change. See revised Solicitation Section 9.3.2 Security Incidents

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				contractor's security measures and it would create a lot of unnecessary escalation if the contractor was required to notify the customer of all potential threats instead of actual violations.	
730	Solicitation	1.7 Glossary		Are there defined criteria for what defines a named reseller?	See revised Solicitation Section 1.7 Glossary, Reseller. See also revised Solicitation Section 6.11 Contractor's Obligation For Reseller Participation.
141	Solicitation	1.7 Glossary	18	Regarding the various as a service Manufacturer definitions (Manufacturer - IaaS, PaaS, SaaS and XaaS) - there are several instances where a service is offered that is the result of bundling different solutions/products together from both inhouse and external suppliers. These solutions do meet the definition(s) of "an organization that creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it", and that entity is help responsible for the performance of the service provided. However, that entity may or may not own intellectual property rights to the complete bundled solution. Would OGS modify the definition to allow such offerings under this procurement?	OGS respectfully declines to make the requested change.
250	Solicitation	1.7 Glossary	17	A definition for "Governmental Entity" was not found in NYS Technology Law 102. Could you please confirm Section or provide a definition?	Please see revised Solicitation Section 1.7 Glossary, Government Entity.
278	Solicitation	1.7 Glossary	18	The RFP states that all bidders for Lot 1 must be Manufacturer's of Software. The Glossary defines "Manufacturer – Software" as follows: An organization that creates, programs, or develops proprietary Software that are branded, warranted, supported, and maintained by the entity that creates it and holds all intellectual property rights of the assembled solution. a.) "Vendor" is a sales and operating subsidiary wholly owned by Parent Company. "Vendor's" affiliate (also wholly owned by the same Parent Company) is the legal entity that actually "creates, programs, or develops proprietary Software that are branded, warranted, supported, and maintained by the entity that creates it and holds all intellectual property rights of the assembled solution." This ownership is transparent to customers. Most major software and technology companies have similar entity structures. Following a strict reading of the definition of "Manufacturer – Software," "Vendor" (and many other technology companies) would not be able to offer the Software products owned by its company as a whole simply because it does not technically program the Software and hold the IP. This result does not appear to be	OGS respectfully declines to make the requested change.

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				<p>consistent with the intent and purpose of the Umbrella Contract.</p> <p>b.) "Vendor" offers as a manufacturer proprietary Software that is comprised of components that are integrated into the assembled solution and branded, warranted, supported, and maintained by "Vendor". Like most software manufacturers, some of these components are actually created by another non-affiliated organization that maintains ownership of the components and provides licenses equivalent to ownership such that "Vendor" has all necessary intellectual property rights needed to license the assembled software solution to the end users, and provide warranties, support and maintenance of such assembled software solution. In many cases, the individual components do not have any direct end user application and are only useful when combined and integrated with other proprietary software that is branded as an end user solution. With the current definition of "Manufacturer – Software" many software manufacturers would not be able to offer their proprietary software based on a strict reading of the definition. This result does not appear to be consistent with the intent and purpose of the Umbrella Contract.</p> <p>Based on the foregoing issues, "Vendor" requests the following change to the definition of "Manufacturer – Software": An organization that (1) creates, programs, develops or brands proprietary Software that is warranted, supported and maintained by such organization and that holds all rights and/or licenses required to license the Software to end users ("Software OEM"), or (2) is an affiliate of a Software OEM, wholly owned by the same parent company as the Software OEM, and that has all rights and/or licenses required to license the Software to end users and provide warranties, support and maintenance for the Software.</p>	
279	Solicitation	1.7 Glossary	18	<p>The RFP states that all bidders for Lot 3 must be Manufacturer's of Cloud (IaaS, PaaS, etc.). The Glossary defines "Manufacturer – Cloud" (and Manufacturer – IaaS, PaaS, etc.) as follows: An organization that creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it.</p> <p>a.) "Vendor" is a sales and operating subsidiary wholly owned by Parent Company. "Vendor's" affiliate (also wholly owned by the same Parent Company) is the legal entity that actually "creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it." This</p>	OGS respectfully declines to make the requested change.

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				<p>ownership is transparent to customers. Most major cloud and technology companies have similar entity structures. Following a strict reading of the definition of “Manufacturer – Cloud,” “Vendor” (and many other technology companies) would not be able to offer Cloud products owned by its company as a whole simply because it does not technically create and develop the proprietary system. This result does not appear to be consistent with the intent and purpose of the Umbrella Contract.</p> <p>Based on the foregoing issues, “Vendor” requests the following change to the definition of “Manufacturer – Cloud” with similar changes to “Manufacturer – IaaS” “Manufacturer – PaaS” etc.:</p> <p>An organization that (1) creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it (“Cloud OEM”), or (2) is an affiliate of a Cloud OEM, wholly owned by the same parent company as the Cloud OEM and that has the right to sell products of Cloud OEM and provide warranties and support for such products.</p>	
280	Solicitation	1.7 Glossary	18	<p>The RFP states that all bidders for Lot 2 must be hardware Manufacturers. The Glossary defines “Manufacturer – Hardware” as follows: An organization that creates or assembles Hardware components into an integrated proprietary system that is branded, warranted, supported, and maintained by the entity that creates it and holds all intellectual property rights of the assembled solution.</p> <p>1) “Vendor” understands this definition to mean that OGS recognizes that the individual hardware components that comprise an assembled product (e.g., a microcomputer chip, or operating software) have intellectual property that is or may be owned by the manufacturer of that individual component. Please confirm.</p> <p>2) There could be instances where a manufacturer does not “hold” all intellectual property rights of the assembled solution depending on how OGS is defining the term “hold.” For example, there could be an intellectual property right in the assembled solution that involves a patent that is owned by the patent holder, who then licenses that patent to one or more manufacturers. In that case the manufacturer holds a license that is needed to manufacture and sell the assembled solution, but it is not the owner of the IP. “Vendor” requests that the language be changed to read:</p> <p>“An organization that creates or assembles Hardware components into an integrated proprietary system that is branded, warranted, supported, and</p>	OGS respectfully declines to make the requested change.

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				maintained by the entity that creates it and that owns all intellectual property rights in and to, and/or has all necessary licenses required to provide, the assembled solution.”	
530	Solicitation	1.7 Glossary	17	Government Entity is defined with reference to Section 102 of the NY Technology Law. No definition exists in that section for Government Entity. Please confirm that a Government Entity is limited to State Agencies and Non-State Agencies within the State of New York.	See revised Solicitation Section 1.7 Glossary, Government Entity.
508	Solicitation	1.8 Lobbying	22	1) Does this section require that there can be no discussions of any kind whatsoever with NYS officials in ITS (enterprise or cluster) about any topic related to the covered lots. Since this is a non-competitive procurement, what is the rationale for this prohibition? Are there any limitations to it that would allow the business of IT to continue during this procurement period? 2) Will there be a restricted period whenever a periodic recruitment is underway?	1) Information regarding Procurement Lobbying may be accessed at: <a href="http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp">http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp</a> . 2) Yes.
31	Solicitation	1.9 Key Events/Dates	22	Will OGS considering extending the Closing Date for 1st Inquiry two weeks to allow a more in-depth review of all documents and attachments?	OGS respectfully declines to make the requested change.
391	Solicitation	1.9 Key Events/Dates	22	We request an extension for the due date of 30-60 days	OGS respectfully declines to make the requested change.
532	Solicitation	1.9 Key Events/Dates	22	There is not a significant amount of time between the second set of answers to questions and the due date of the RFP if significant changes are made in the RFP in response to the second set of questions. Given the broad scope of this single RFP, will the State consider adding an additional two weeks between the response to the second set of questions and the due date for the RFP?	OGS respectfully declines to make the requested change.
239	Solicitation	10.2 Background Checks	69	"Vendor" has its own pre-employment screen procedure. It does not release full staffing plans to customers, as often the staff is generally supporting a Cloud Service and not specific to any single customer.	OGS respectfully declines to make the requested change.
374	Solicitation	10.4 Project Plan	67	Is a sample Project Plan required to be provided with the Submission?	No. Solicitation Section 10.4 Project Plan is specific to an Authorized User RFQ and is not required for response to this Solicitation.
240	Solicitation	10.6 Retainage	70	"Vendor" expects to be paid upon delivery and acceptance of deliverables to Authorized Users.	OGS respectfully declines to make the requested change.
547	Solicitation	10.6 Retainage	68	Retainage in the amount of 25% is well beyond the market and government standards and will require the "Vendor" to increase its charges in order to accommodate the large amount of cash at risk. Please consider reducing the maximum retainage to 10%.	OGS respectfully declines to make the requested change. Per Solicitation Section 10.6 Retainage, Retainage is up to 25 Percent.

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241	Solicitation	10.8 Removal or Replacement of Staff	68	"Vendor" will make reasonable efforts to comply with documented, justified requests to remove staff where there is cause.	OGS respectfully declines to make the requested change.
408	Solicitation	2.1 Vendor Eligibility		Is the State's intent in Section 2.1 to exclude from competition "Vendor's" with implementation services that are not manufacturers, themselves? For example, if a capable "Vendor" specializes in migration of email content from on-premises systems to cloud email as a service systems, but said "Vendor" is not, itself, the manufacturer of the cloud system (or any other products included in Lots 1 through 3) and therefore is unable to submit a bid for Lots 1 through 3, then will the State reject bids for such migration services from said "Vendor"?	Solicitation responses will only be accepted from Manufacturers.
322	Solicitation	2.10.1 Review of Prospective Contractors	30	If Manufacturer currently has these on file, must they be redone for response to this solicitation?	Yes, a Manufacturer is required to submit all forms and attachments as stated in revised Solicitation Section 3.1 Contents.
48	Solicitation	2.12 Toll Free Number	31	Section 2.12 requires that the Contractor must provide a toll-free telephone number for Authorized User usage. Is there any requirement that this be a dedicated toll-free number or can it be the company's general toll-free number (with extension information for reaching the designated points of contact for the contract)?	The Toll Free Number required in revised Solicitation Section 2.12 Toll Free Number, may be a general toll-free number for reaching designated points of contact for the Contract. This number is to be provided at no cost to the State.
412	Solicitation	2.12 Toll Free Number		1) Please clarify what is meant by "Authorized User usage" in Section 2.12. Is this intended to apply to technical support or merely ordering/billing support (or other)? 2) And to the extent this pertains to ordering/billing support, will the State accept toll-free numbers from resellers in lieu of the manufacturer (in those cases where a manufacturer sells through resellers)?	1) To clarify, the Toll Free Number required in revised Solicitation Section 2.12 Toll Free Number may be a general toll-free number for reaching designated points of contact for the Contract. 2) No. The Manufacturer must provide a Toll-Free Number. This number is to be provided at no cost to the State.
413	Solicitation	2.13 Designated Personnel		In Section 2.13, will the State accept proposals without ordering, billing and/or pricing contacts, if (a) such proposals are submitted by manufacturers which sell through resellers, and (b) such contact information is supplied separately by the resellers?	No. Each Manufacturer responding must include designated Manufacturer personnel as outlined within Solicitation Section 2.13 Designated Personnel and included within Attachment 3 - Contractor and Reseller Information.
522	Solicitation	2.13 Designated Personnel	31	Can multiple Account Managers be named by Lot?	Yes.
682	Solicitation	2.13.1 Account Manager		Can the account manager be a team alias?	Yes.

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539	Solicitation	2.13.3 Emergency Contact	32	Providing an emergency contact for ordering 24/7 will add significant expense to the products that is not required by other contracts. Where should "Vendor" include these expenses?	An Emergency Contact is not a chargeable item.
50	Solicitation	2.2 Verifiable Sales	24	"Vendor" uses IT Distribution to market it's products to the reseller channel. The tracking of sales and revenue is determined by a Point of Sale report from Distribution showing the reseller and the revenue generated by that partner. We can determine if the revenue is Public Sector vs Commercial; however we can't see the specific end-user or the invoice to that resellers customer. We can show the required 5M in revenue to the Public Sector we just can't isolate the specific's requested? We can submit a sample of our POS reports for your review. Please consider this approach in evaluating our revenue requirement to the Public Sector.	OGS respectfully declines to make the requested change.
56	Solicitation	2.2 Verifiable Sales	24	Are resellers required to provide Attachment 4 Verifiable Sales? If yes, should the report be combined or separate from the manufacturer?	No.
65	Solicitation	2.2 Verifiable Sales	24	You have set Minimum Sales for each Lot. Are these our global sales to any Government entity or is it just US sales?	Please see revised Solicitation Section 1.7 Glossary, Government Entity.
70	Solicitation	2.2 Verifiable Sales	24	There is a minimum sales limit of \$250,000 for Lot 4 Implementation Services (a 12 month period in last 18 months), requiring verifiable invoices. Our current commercial model is to include all implementation services within the perpetual software license cost (Lot 1), therefore our invoices specify only the License cost. Can we provide these invoices to evidence Lot 4 sales and provide you with the notional amount attributable to implementation services, to meet your requirement?	See revised Solicitation Section 2.2 Verifiable Sales.
134	Solicitation	2.2 Verifiable Sales	24	As the requirement to supply a PDF copy of customer invoices is a violation of customer privacy in our industry, will OGS accept an attestation executed by a corporate executive as acceptable proof of verifiable sales	No. Please see Appendix B, Section 9 Confidential/Trade Secret Materials for additional information.
201	Solicitation	2.2 Verifiable Sales	24	In lieu of providing individual invoices as required in Attachment 4 for all Lots, can a "Vendor" provide a signed, authorized statement that it meets and/or exceeds the minimum requirement for each Lot in public sector?	No.
246	Solicitation	2.2 Verifiable Sales	24	"Vendor's" business model is such that we sell all of our product and services through Distribution to our authorized Resellers. Therefore, we do not have access to end user invoices. Will OGS allow us to provide a different format for such verifiable sales to State, Local and Education customers such as a list of deals in a 12-month period by Distributor?	No.

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254	Solicitation	2.2 Verifiable Sales	24	For Cloud, would you consider expanding verifiable sales to include non-governmental entities?	OGS respectfully declines to make the requested change.
313	Solicitation	2.2 Verifiable Sales		What is the performance requirement (in dollars) of this contract for "Vendor's"?	OGS cannot answer this inquiry as we do not understand the question.
320	Solicitation	2.2 Verifiable Sales	25	Please confirm that the "Vendor"/Manufacturer must submit the applicable invoice(s) with the response to Attachment 4?	Confirmed.
379	Solicitation	2.2 Verifiable Sales	24	Do all gov't entities need to be US gov't or could they include Canada or EMEA Gov't Entity if sales transaction is in USD?	Please see revised Solicitation Section 1.7 Glossary, Government Entity.
389	Solicitation	2.2 Verifiable Sales	24	In section 1.6 of the solicitation, it states NYS will not guarantee any volume to be purchased. However, in Section 2.2 Verifiable Sales, you look to the "Vendor's" for a minimum in verifiable sales within a 12 month period. Additionally, you are requesting "Vendor's" to release confidential information, reagrding invoice information for other government entities. We request you remove this from your solicitation solicitation.	OGS respectfully declines to make the requested change.
473	Solicitation	2.2 Verifiable Sales	24	As a contractor, we have customer privacy concerns about providing unredacted invoice copies in support of verifiable sales. Many customers/contracts contain non-disclosure requirements that we as a contractor are obligated to honor. To fulfill our verifiable sales requirements, may a contractor provide a redacted invoice in support of verifiable sales or simply point to existing NY OGS contract and similar contracts from other states?	No. Please see Appendix B, Section 9 Confidential/Trade Secret Materials for additional information.
474	Solicitation	2.2 Verifiable Sales	24	To demonstrate verifiable sales, can a contractor simply refer to a current long standing NY OGS contract or other State/Federal contract without providing copies of invoices?	No.
510	Solicitation	2.2 Verifiable Sales	24	This section lists information that must be included on each paid invoice. Some of this information, such as Lot number, will not already be on the invoice. Is "Vendor" required to add this information to each copied paid invoice?	Yes.
585	Solicitation	2.2 Verifiable Sales	24	Please confirm that bidder can include any in scope offerings to demonstrate verifiable sales. For example, for Lot 3, bidder can provide verifiable sales for SaaS to be eligible to hold a contract for Lot 3, but can include offerings in the bid where such offerings were not included in the verifiable sales.	Confirmed.
618	Solicitation	2.2 Verifiable Sales	24	Please confirm that bidder can provide verifiable sales for the individual Lots using any in-scope sales (i.e., for Lot 3, bidder does not have to provide verifiable sales for each SaaS, IaaS, PaaS, DCaaS, etc. in order to qualify to sell each type of XaaS.)	Yes.

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644	Solicitation	2.2 Verifiable Sales		Please confirm that the "Vendor"/Manufacturer must submit the applicable invoice(s) with the response to Attachment 4?	Yes.
665	Solicitation	2.2 Verifiable Sales		Will customer information on invoices provided to supply minimum sales requirement be held confidential?	Please see Appendix B, Section 9 Confidential/Trade Secret Materials for additional information.
667	Solicitation	2.2 Verifiable Sales		Will sales over \$1,000,000 outside of NY qualify for verifiable Sales? If not, how is this Contract encouraging new "Vendor's" for NY?	Please see revised Solicitation Section 1.7 Glossary, Government Entity.
670	Solicitation	2.2 Verifiable Sales		The verifiable sales is for the "Vendor", but do the resellers also need to independently meet those and whatever other requirements?	No.
701	Solicitation	2.2 Verifiable Sales		For Section 2.2., Verifiable Sales, we believe the requirement to supply a copy of customer invoices is a violation of customer privacy requirements we operate under. Will OGS accept the attestation from an executive level offices of verifiable sales as being acceptable on its own?	No. Please see Appendix B, Section 9 Confidential/Trade Secret Materials for additional information.
712	Solicitation	2.2 Verifiable Sales		1) Some of our customers will not want us to share their invoice for validation of sales? What do you propose we do? 2) Do the verification of sales need to be government only or NYS only?	1) Please see Appendix B, Section 9 Confidential/Trade Secret Materials for additional information. 2) Please see revised Solicitation Section 1.7 Glossary, Government Entity.
645	Solicitation	2.3 Nationally Published Price List		Manufacturer's GSA Schedule is currently held by a Contract Management Provide as its sole Letter of Supply Holder. Please confirm that the Contract Management Provider's GSA Schedule Pricelist meets the requirement for a Nationally Published Pricelist as defined in this section.	No.
57	Solicitation	2.3 Nationally Published Price List	25	If a "Vendor" does not publish a printed price list, is the "Vendor's" online store an acceptable substitute for a nationally published price list? If not, what is acceptable?	Please see revised Solicitation Section 2.3 Nationally Published Price List.
410	Solicitation	2.3 Nationally Published Price List		Regarding Section 2.3, is the State's intent to establish Contracts for a finite set of products and/or services that cannot be modified over time? If not, please clarify how a "Vendor" (or a reseller, if not the manufacturer itself) may add products to its price list, if such products were either (a) not available as of the effective date of the "Vendor's" Contract, or (b) not on the national price list as of the effective date of the Contract.	The intent of the Solicitation is to allow awarded manufacturers a vehicle to sell any product they manufacturer within the appropriate Lots listed. Manufacturers will be allowed to add products over time using revised Appendix C - Contract Modification Procedure.
557	Solicitation	2.3 Nationally Published Price List	25	This list is most beneficial to NYS if it is current on a daily basis to show the current US list price each day. It can be updated daily if it does not require any manual adjustments. In an effort to provide a link to Price List available with daily current pricing and since every product on contract can be looked up, will NYS remove the requirement "3. Highlighting all Products the "Vendor" is offering."	OGS respectfully declines to make the requested change.

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569	Solicitation	2.3 Nationally Published Price List	25	In lieu of a Nationally Published Price List, is evidence of previous sales to similar organizations adequate to meet this requirement?	No.
686	Solicitation	2.3 Nationally Published Price List		Do we need or should we have a special price book with separate or special SKUs?	A Vendor is required to include a Nationally Published Price List (revised Solicitation Section 2.3) in response to this Solicitation. In addition, a Vendor must also use Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages (revised Solicitation Section 2.5) to create the proposed list of Products to be included with a resulting Contract.
719	Solicitation	2.3 Nationally Published Price List		Do you need to fill out a line item for each product you sell on the pricelist or can you submit your published price list to reference pricing?	In order to respond to this Solicitation, a Vendor must submit both Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages, which must include each Product it proposes (revised Solicitation Section 2.5) and their Nationally Published Price List (revised Solicitation Section 2.3).
739	Solicitation	2.3 Nationally Published Price List		In absence of a published price can we meet the requirement with evidence of sales alone?	No.
409	Solicitation	2.3 Nationally Published Price List		1) Is the State's intent in Section 2.3 to exclude from competition any manufacturers which sell exclusively to government customers through resellers, in which cases (a) the resellers compete and set the prices and (b) the manufacturers do not, themselves, set prices or publish a national price list for direct sale to government customers? 2) Otherwise, please clarify this requirement, e.g. if the manufacturer sells through a reseller that publishes a GSA Schedule 70 price list containing products from each applicable lot, will that meet the State's requirement?	1) No. 2) Yes. See revised Solicitation Section 2.3 Nationally Published Price List.
51	Solicitation	2.4 Reasonableness of Price	25	You list a number of ways to satisfy reasonableness of pricing; however they don't apply to a Manufacturer that doesn't sell directly to the end-user. "Vendor" uses IT Distribution and the reseller channel to market its products to the end-user or reseller community. The pricing that we could show would be to our Distribution partners (discount from MSRP). Please let us know if this is acceptable?	See revised Solicitation Section 2.4 Reasonableness of Pricing.
140	Solicitation	2.4 Reasonableness of Price	28	In some cases we have newer cloud products or services that have not been sold to a government entity yet. Will OGS allow us to demonstrate reasonableness of price by stating that we have not sold to a government entity at this time and then show the discount off the nationally published price list?	No. Manufacturers will be allowed to add products over time using revised Appendix C - Contract Modification Procedure or periodic recruitment.

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143	Solicitation	2.4 Reasonableness of Price	25	Will OGS reconsider the documentation requirements associated with demonstrating reasonableness of price. This requirement is unduly burdensome on the "Vendor" community for responses that will include literally thousands of items. Given that all purchases under this contract will be individually competed in any event, a competitive market will establish the reasonableness of price in each instance downstream from establishing the initial IDIQ contract pricing.	OGS respectfully declines to make the requested change.
144	Solicitation	2.4 Reasonableness of Price	26	Where a service is proposed as contrasted to a product purchase, will NYS permit "Vendor" to reference standard Service List pricing in the "Vendor's" Guide or other standard pricing lists to support Reasonableness of Pricing?	OGS respectfully declines to make the requested change.
145	Solicitation	2.4 Reasonableness of Price	26	If no governmental pricing contracts are available, will NYS accept a reference to other simliarly situated contracts to demonstrate Reasonableness of Pricing?	OGS respectfully declines to make the requested change.
146	Solicitation	2.4 Reasonableness of Price	26	If no governmental pricing contracts are available, will NYS accept a reference to a publically posted consortuium contract (i.e. MICTA, WSCA) to demonstrate Reasonableness of Pricing?	. Vendors should ensure that the Contracts referenced are Government Entity Contracts. See revised Solicitation Section 1.7 Glossary.
202	Solicitation	2.4 Reasonableness of Price	25	This is an onerous position for any large company. It is nearly impossible to ensure compliance and the consequence of failing to comply is significant. "Vendor" suggests eliminating this provision or replacing it with a section that states that the pricing/discounting has been determined through negotiation and may be re-negotiated at various dates.	OGS respectfully declines to make the requested change.
521	Solicitation	2.4 Reasonableness of Price	26	"Vendor's" are encouraged to offer their best possible pricing. Additionally, Authorized users may negotiate better pricing with Contractors at any time throughout the Contract term. If better pricing is offered to an authorized user, does the lower price offered then bind "Vendor" to that lower price on future responses to authorized users?	See Appendix B, Section 17, Pricing.
535	Solicitation	2.4 Reasonableness of Price	25	This provision is a most favored customer clause. Because of the compliance obligation created by this provision, a manufacturer may be required to limit the products offered to the State of New York, which may deprive the State and Authorized Users of the best product at the best price. Please consider removing the first sentence of this section that will force "Vendor's" to limit their offerings.	OGS respectfully declines to make the requested change.
536	Solicitation	2.4 Reasonableness of Price	25	For commodity products, "Vendor's" will offer their best pricing to greater volumes of purchases. Will the State provide a guaranteed volume in order to obtain the best pricing?	OGS respectfully declines to make the requested change. Please see Solicitation Section 1.6, Estimated Spend and Quantities.

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567	Solicitation	2.4 Reasonableness of Price		Our company does not hold our own GSA contract (it is held by our exclusive reseller). Within our response, we are planning to include a copy of our commercial fee schedule and our reseller's GSA contract in order to illustrate price reasonableness. Is this acceptable to the State?	See revised Solicitation Sections 2.4 Reasonableness of Pricing and 2.3 Nationally Published Price List.
617	Solicitation	2.4 Reasonableness of Price	25	Will OGS consider revising this requirement. We have several hundreds of thousands of SKUs and providing documentation of each item is cumbersome and commercially unreasonable. Will OGS consider a column that indicates simply that the SKU and price is from our commercial price list and a separate affirmation or certification that the category discount is equal to or better pricing than offered to other Governmental entities?	OGS respectfully declines to make the requested change.
75	Solicitation	2.4.1 Acceptable Documentation of Reasonableness of Price	26	NYS Contract - is this a request to include the current "Vendor" price list for New York?	Pursuant to Solicitation Section 2.4.1 if NYS Contract is the best pricing, a Vendor may use their current NYS Contract Price List as a form of acceptable documentation of reasonableness of price.
482	Solicitation	2.4.1 Acceptable Documentation of Reasonableness of Price	26	As a previous NY OGS contract holder, we intend to use our current NY OGS contract to demonstrate price reasonableness. However, several products have experienced price increases that were prohibited under the current contract. It is our intention to normalize the pricing under the current contract by using current list price and applying the current discount offered under the contract. Please confirm this will not be an issue.	OGS declines to make the confirmation. Please see revised Solicitation Section 2.4 Reasonableness of Price for acceptable documentation.
80	Solicitation	2.5.3.2 Industrial Finding Fee	27	This clause states that the posted State price be below our GSA price. This is not within our standard business practices and outside our GSA contract. Is this a negotiable item?	No.
537	Solicitation	2.5.3.2 Industrial Finding Fee	27	Because of the State's request to remove the Industrial Funding Fee, the "Vendor" may be placed into the position of not meeting the terms of their GSA contract. This would prevent "Vendor's" from bidding on this opportunity and reduce the opportunities available to the State for competition between manufacturers. Will the State consider removing this provision or removing Section 17.f of Appendix B to eliminate the possible conflict?	OGS respectfully declines to make the requested change to Appendix B. Please see revised Solicitation Section 2.5.3.2 Industrial Finding Fee.
411	Solicitation	2.6.1.1 Pricing Calculations		1) Regarding Section 2.6.1.1, is the State's intent to exclude software licenses that are sold on a basis other than "standard logical partition" or the "size of the entire machine on which the partition is resident"?	1) Please see revised Solicitation Section 2.6.1.1 Pricing Calculations. 2) Such Software is not excluded from the Contract.

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				2) For example, if a "Vendor" licenses its software on a per-device or per-user basis, is such software to be excluded from the contract?	
538	Solicitation	2.6.3.2 Data Transfer Upon Transition Costs	28	Many cloud services will allow the customer to remove the data from their cloud, but do not provide for the managed service of transferring data back to the owner, which may be difficult given the size of the data stored in the cloud. Will the State consider making this permissive?	OGS declines to make the requested change.
380	Solicitation	2.6.4 Titles Associated with Implementation Services	29	If Time and Materials Consulting is not an option are the hourly rates that must be included the standard hourly rates that we would offer a commercial customer?	Manufacturers should propose not to exceed hourly rates that were offered to a Government Entity. Please see revised Solicitation Section 2.4 Reasonableness of Pricing.
142	Solicitation	2.6.4 Titles Associated with Implementation Services	29	With regard to Implementation Services under Lot 4, there are often instances where services are not provided based on a predetermined SKU or an hourly rate, but rather based on an assessment of the customer requirements detailed in the customer SOW which results in a fixed fee customized for that particular deliverable. How does OGS want "Vendor's" to care for this since there is no way to itemize this up front?	Every Product must have a SKU. Fixed-price Deliverable response to an Authorized User Lot 4 – Implementation Services RFQ must be comprised of SKUs within revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages.
335	Solicitation	2.6.4 Titles Associated with Implementation Services	29	Could you please provide more information on the "Titles" referred to in section 2.6.4.1?	Manufacturers should propose titles, SKUs and not to exceed hourly rates for any individual skill sets used to perform services under Lot 4 - Implementation Services.
336	Solicitation	2.6.4 Titles Associated with Implementation Services	29	Section 2.6.4.1 requests not to exceed hourly rates associated with the Implementation services. However section 1.3 excludes time and materials billing. Could you please provide more information on how the Lot 4 Implementation Services are intended to be procured / billed?	Every Product must have a SKU. Fixed-price Deliverable response to an Authorized User Lot 4 - Implementation Services RFQ must be comprised of SKUs within revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages. Those SKU's may include hourly rates.
315	Solicitation	3.1 Contents		There is a deviation in the required documents/attachments for hard copy and electronic submissions. Is this intentional?	Yes. The items to be included with Electronic Vendor Submission and Hardcopy Vendor Submission do differ.
49	Solicitation	3.1.2 Hardcopy Vendor Submissions	33	Section 3.1.2 of the Solicitation states that the hardcopy submission must include "All invoices reference in Attachment 4 - Verifiable Sales."  The "Vendor" Checklist in Attachment 02 shows that PDF versions of all invoices are required but that hardcopies of the invoices are not required.  Are hardcopy versions of the invoices for each lot required?	Yes.

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588	Solicitation	4.14 Prevailing Wage Rate	41	Please revise to require that any Authorized User project subject to prevailing wage requirements will be identified by the Authorized User in advance of SOW execution.	Please see revised Solicitation Section 4.14 Prevailing Wage Rates – Public Works and Building Services Contracts.
316	Solicitation	4.3 Important Building Access Procedures		Building Access Procedures. This paragraph requires that all visitors to the building are pre-registered. Can OGS confirm that either UPS or Federal Express are considered “pre-registered”, and that any delivery employee will be allowed adequate access to the appropriate department in order to deliver our response?	Both UPS and FedEx are pre-authorized to make deliveries to the Corning Tower and do not need to be pre-registered to make deliveries.
372	Solicitation	4.3 Important Building Access Procedures	34	Would the "Vendor" be responsible for registering for building access for a delivery company, such as UPS or FedEx who would be making the deliveries of the submissions? Are there any separate building access registrations that delivery companies need to make?	Both UPS and FedEx are pre-authorized to make deliveries to the Corning Tower and do not need to be pre-registered to make deliveries.
540	Solicitation	4.8.2 Authorized User Reserved Rights	35	If Authorized Users are allowed to add additional terms and conditions to their agreements, is "Vendor" allowed to re-price its offering to the extent that those terms add additional cost or risk to the contract?	No. A Vendor may not re-price their items higher based on terms and conditions within an Authorized User RFQ. A Manufacturer is not required to respond to an Authorized User's RFQ.
90	Solicitation	4.9 Preferred Source Products	36	Must the "Agencies Note" language be displayed on pricelists for types of product/services that are not available from any Preferred Sources?	Yes. All price lists must contain the Agency Note language. Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages has been revised to include this information on the header of each Lot-specific page.
203	Solicitation	5.1 Contract Documents and Order of Precedence	41	"Vendor" does not consider the proposal document, RFP, or its response to be part of any resulting contract. The proposal and the response each represent the parties' positions and requests at a point in time. These positions and requests must be reconciled through negotiation after award. The negotiation will result in the contract between the parties. Please clarify the order of precedence and what occurs during the event of conflicting terms within the parts of the contract (e.g. conflicting terms that both exist in Appendix B).	OGS respectfully declines to make the requested change.
541	Solicitation	5.1 Contract Documents and Order of Precedence	41	How will OGS determine which documents to include? There are documents to be provided with the "Vendor's" response that must form the part of any subsequent contract. Terms added to the agreement should be based on the mutual agreement of the "Vendor". Please revise accordingly.	OGS declines to make the requested change.
571	Solicitation	5.1 Contract Documents and Order of Precedence	41	The term "cloud" encompasses many different types of technical architectures. Users of "multi-tenant SaaS" solutions benefit from, among other things, a "Vendor" utilizing the same architecture and documented, audited, back-office processes for all customers, which reduces costs and increases compliance.	See Solicitation Sections 1.13 Inquiries and Proposed Solicitation Deviations, and 8.28 Additional Contractor Terms and Conditions within an Authorized User Agreement for additional information.

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				The State's desire to have each "Vendor" agree to a single set of state-mandated Terms would preclude the State from realizing the benefits of this class of solutions. What provisions does the State have to consider alternative approaches to mitigate this issue?	
338	Solicitation	5.2 Subsequent Periodic Recruitment	42	There is no schedule announced for Periodic Recruitment. How would a Manufacturer add a new product that was either developed or through an acquisition of another company. It is unclear whether this refers to only if we wanted to participate in another "Lot" that we didn't originally submit, or new products within the lot. Appendix C talks about updates, simple updates and complex updates. Question(s) should be designed to reduce ambiguity so that we have it in writing if a periodic recruitment is needed or we can follow the update process in Appendix C.	See revised Solicitation Sections 5.2 Subsequent Periodic Recruitment and 5.3.2 Complex Updates for additional information.
370	Solicitation	5.2 Subsequent Periodic Recruitment	9	1) Regarding periodic recruitment, what is the process? 2) Would the State please clarify how often the State will be having periodic recruitment and the process they plan on using?	1) See revised Solicitation Section 5.2 Subsequent Periodic Recruitment for additional details. 2) Periodic Recruitments will be issued at the discretion of OGS. A timeframe has not been established.
501	Solicitation	5.2 Subsequent Periodic Recruitment	41	1) Can OGS provide a timeframe for when Open Recruitment will take place? Is 2) it periodic (12mo)? 3) Will the timeframe differ based on whether a "Vendor" is already awarded on a Lot?	1 & 2) Periodic Recruitments will be issued at the discretion of OGS. A timeframe has not been established. See revised Solicitation Section 5.2 Subsequent Periodic Recruitment for additional details. 3) No.
507	Solicitation	5.2 Subsequent Periodic Recruitment	41	1) What will be the maximum gap between periodic recruitments? 2) At the pre-bid conference it was stated that timing would be driven by demand from authorized users. In that case, what will be the decision criteria to initiate a periodic recruitment and what information will authorized users need to produce to support it individually or as a group?	1) A timeframe has not been established. 2) Periodic Recruitments will be issued at the discretion of OGS. See Solicitation Section 5.2 Subsequent Periodic Recruitment for additional details.
637	Solicitation	5.2 Subsequent Periodic Recruitment		1) There is no schedule announced for Periodic Recruitment. 2) How would a Manufacturer add a new product that was either developed or through an acquisition of another company. 3) • It is unclear whether this refers to only if we wanted to participate in another "Lot" that we didn't originally submit, or new products within the lot. • Appendix C talks about updates, simple updates and complex updates. Question(s) should be designed to reduce ambiguity so that: o We have it in writing if a periodic recruitment is needed or we can follow the update process in Appendix C	1) A timeframe has not been established. 2) If the Product is covered within the scope of a Manufacturer's awarded Lot, the Products may be added through Contract Updates. See Solicitation Section 5.3 Contract Updates for additional information. 3) If a Manufacturer wishes to participate in a Lot they did not originally submit, they may do so during a Periodic Recruitment.

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676	Solicitation	5.2 Subsequent Periodic Recruitment		If we do not submit a response to this bid is there going to be an opportunity to get on a Contract in the future? (I work for a startup and not an immediate opportunity to do business with NYS)	Yes. A Vendor may respond to future periodic recruitments. Please see Solicitation Section 5.2 Subsequent Periodic Recruitment for additional information.
692	Solicitation	5.2 Subsequent Periodic Recruitment		What will be the frequency of periodic recruitment?	Periodic Recruitments will be issued at the discretion of OGS. A timeframe has not been established. See revised Solicitation Section 5.2 Subsequent Periodic Recruitment for additional information.
738	Solicitation	5.2 Subsequent Periodic Recruitment		1) Is this Umbrella Solicitation intended to replace existing Equipment and Voice Services/TELCO procurement contracts? 2) Where would Voice services/TELCO products (such as voice lines, PRIs, Tis, SIP trunks, Internet Service, etc) fit?	1) Contracts resulting from this Solicitation are intended to replace existing OGS Contracts in whole or in part. Any existing Contracts within the scope of this Solicitation are subject to cancellation. OGS has not established which Contracts will be phased out or the timing. See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts.2) Stand-alone Products described are not covered under this Solicitation. See revised Solicitation Section 1.3 Products and Services Excluded From Scope of the Solicitation and Resulting Contracts.
684	Solicitation	5.3 Adding Lots to Existing Contract		Can you add a new lot mid term? Example: Company acquisition or merger introduces Cloud.	New Lots can only be in added during periodic recruitment. Please see Solicitation Section 5.2 Subsequent Periodic Recruitment for additional information.
706	Solicitation	5.4.1 Simple Updates		SLA for pricelist updates? "Vendor's" (most if not all), modify and update Pricebook every month. Will update process scale for posting of "new" Pricebook. Speed to Market.	See new Solicitation Section 5.3 Contract Updates for additional information.
205	Solicitation	6.10 Prompt Payment Discounts	44	"Vendor" does not offer prompt payment discounts and, as such, this clause is not applicable.	This is based on Vendor's response to questions 6 and 7 on the General Questions, in revised Attachment 2 Vendor Questionnaire OGS respectfully declines to make the requested change.
1	Solicitation	6.11 Reseller Participation	44	After reading through the solicitation, I was looking to see if you could please help me clarify if this solicitation is restricted to OEM responses only, or if Resellers are welcomed and encouraged to respond?	This Solicitation is open to OEM Manufacturers only. See Solicitation Section 2.1 Vendor Eligibility for additional information.
259	Solicitation	6.11 Reseller Participation		1) Can additional resellers be added to the manufacturer's contract during the term of the contract? 2) If so, what process must be followed?	1) Yes. 2) A Manufacturer may add Resellers to approved Manufacturer Contracts using revised Appendix C - Contract Modification Procedures. See Solicitation Section 5.3 Contract Updates.
262	Solicitation	6.11 Reseller Participation	44	Can the Manufacture request to add Resellers at any time during the contract period?	Yes. A Manufacturer may add Resellers to approved Manufacturer Contracts using Appendix C - Contract Modification Procedures. See revised Solicitation Section 5.3 Contract Updates.

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265	Solicitation	6.11 Reseller Participation		If a manufacture has at least 5 resellers, can the manufacture also respond to a subsequent RFQ along with the 5 resellers?	Yes. See revised Solicitation Section 6.11 Contractor's Obligation For Reseller Participation.
288	Solicitation	6.11 Reseller Participation		Can the manufacturer bid on request for quote from an Authorized User or will requests be open only to resellers on the contract?	A Manufacturer may compete along with named Resellers.
480	Solicitation	6.11 Reseller Participation	44	As a manufacturer, we maintain a mix of resellers on our contract that provides best coverage of the state and strives to meet MWBE goals while maintaining relationships with long performing partners. Section 6.11 states, "The State also reserves the right to rescind any such participation or request that Contractor name additional Resellers, in the best interests of the State, at the State's sole discretion, at any time." As the state may be aware, that each additional reseller imposes additional compliance, reporting efforts and "Vendor" liability. Please confirm that it is not the state's intention interfere with the manufacturer's right to maintain a reasonable number of resellers by demanding additional resellers to be named.	See revised Solicitation Section 6.11 Contractor's Obligation For Reseller Participation for additional information.
504	Solicitation	6.11 Reseller Participation	44	As our company does not typically utilize resellers for software distribution, can OGS confirm that the "Vendor" is able to list it's products in Lot 1?	A Manufacturer is not required to name Resellers. See revised Solicitation Section 6.11 Contractor's Obligation For Reseller Participation for additional information.
517	Solicitation	6.11 Reseller Participation	44	"Vendor's" resellers are authorized for specific product lines (servers, desktops, etc.) in the normal course of business. When completing Attachment 3 with reseller information for each lot, may "Vendor" indicate the specific authorization(s) for each reseller? For example, within Lot 2 may "Vendor" indicate which resellers are authorized for servers, which for desktops, etc.?	A Manufacturer may identify which Resellers are authorized for specific Product Categories within a Lot, using Attachment 3 - Contractor and Reseller Information.
566	Solicitation	6.11 Reseller Participation		Our company has an exclusive reseller arrangement with a single reseller. Our intention is to include this reseller in our response. However, are there a minimum number of resellers that we must include in order to be considered for award?	A Manufacturer is not required to name multiple Resellers. See Solicitation Sections 1.1 Overall Scope and 6.11.5 Condition for Responding to Authorized User Request for Quote for additional information.
683	Solicitation	6.11 Reseller Participation		How quickly can partners/resellers be added/removed?	A Manufacturer may add Resellers to an awarded Contract using Attachment 3 - Contractor and Reseller information. Pursuant to Appendix C, Contract Modification Procedures, changes to Resellers is considered a Simple Update and will take effect immediately upon acknowledgement of receipt by OGS.
381	Solicitation	6.3 Instruction Manuals and Associated Documentation	42	If documentation is available on-line at no charge to all "registered" users do we need to include part numbers/pricing in Attachment 1.	Pursuant to Solicitation Section 6.3 Instruction Manuals and Associated Documentation, "Product shall be furnished, at no extra charge, with one complete set of standard operator instruction manuals and documentation (hard copy, CD/DVD or

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					web link) as would normally accompany such Product(s).” This requirement is not conditioned on an Authorized User becoming a “registered” user of the Vendor.
137	Solicitation	6.5 Sales Reporting Requirements	43	For reporting you state "additional related sales information and/or detailed Authorized User Purchases may be required" can you advised what type of documentation may be required	The additional information that may be required by OGS has not been determined.
300	Solicitation	6.5 Sales Reporting Requirements	43	1) When are the quarterly sales reports due? 2) In order to allow Contractors enough time to collect the necessary information from authorized reseller and put it into the required format, please allow at least 45 days from the end of the quarter.	See revised Solicitation Section 6.5 Sales Reporting Requirement.
589	Solicitation	6.5 Sales Reporting Requirements	43	It does not appear that the quarterly reporting attachment indicates the due date of each report. Given the large number of sales and the breakdown into software, hardware and cloud, please consider allowing contractors to submit reports 60 days after the end of the calendar quarter.	See revised Solicitation Section 6.5 Sales Reporting Requirement.
590	Solicitation	6.5 Sales Reporting Requirements	43	May contractor use an approved services subcontractor to collect and aggregate the data for reports and submit such reports directly to the State provided that the contractor is still ultimately responsible for the content and accuracy of the reports? See also 6.7.1, p. 43.	The Contractor may have a subcontractor collect the data for Sales Reporting Requirements; however, the report must be submitted to OGS by the Contractor pursuant to revised Solicitation Section 6.5 Sales Reporting Requirements.
631	Solicitation	6.5 Sales Reporting Requirements	43	What are the actual due dates for the quarterly sales reports?	See revised Solicitation Section 6.5 Sales Reporting Requirement.
725	Solicitation	6.5 Sales Reporting Requirements		When are Quarterly reports due?	See revised Solicitation Section 6.5 Sales Reporting Requirement.
414	Solicitation	6.5.1 Reseller Sales		Regarding 6.5.1, will the State assign responsibility to each reseller for compliance, in lieu of the manufacturer?	OGS respectfully declines to make the requested change.
139	Solicitation	6.7 Service Reports for Maintenance and Warranty Work	43	For the requested service reports for maintenance and warranty work, can you confirm that this would be only for lot 2 Hardware?	No, Section 6.7 Service Reports for Maintenance and Warranty Work, applies to all Lots.
204	Solicitation	6.7.1 Service Reports for Authorized User	43	"Vendor" will work with end users with respect to warranty, but service reports may not be applicable to the services being provided and, as a result, "Vendor" takes exception to this list of pre-set requirements.	OGS respectfully declines to make the requested change.

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632	Solicitation	6.7.1 Service Reports for Authorized User	43	The service reports requirements in this section appears to be printer/copy machine related and not applicable to Telecommunications Hardware, Systems Peripherals and Accessories (Lot 2) or Cloud (Cloud). Please confirm.	Revised Solicitation Section 6.7 Service Reports for Maintenance and Warranty Work for additional information, applies to all Lots.
415	Solicitation	6.7.1 Service Reports for Authorized User		Please clarify the definition of "Maintenance." For example, would this defined term apply to a "Vendor's" inclusion, with a software license, of a fee which provides for upgrades to the software which are released during a the term of the procurement, if such upgrade rights are bundled with the software license price and provided under the same Contract as the licenses (rather than via a separate	Please see revised Solicitation Section 1.7 Glossary, Maintenance.
382	Solicitation	6.7.2 Service Reports for OGS	43	Does this include calls/tickets for Software Support?	Yes.
489	Solicitation	6.7.2 Service Reports for OGS	43	The requirement to provided detailed reporting of all maintenance performed under the contract is an undue burdent to contractors. Request the deletion of this requirement.	OGS respectfully declines to make the requested change.
591	Solicitation	6.7.2 Service Reports for OGS	43	Is there a sample report attachment for the requirements of the Service Reports? I only see a sample for the quarterly reports. We need to see the sample template to confirm whether we can meet the requirements.	See new Attachment 13 - Service Report For Maintenance and Warranty Work Template.
592	Solicitation	6.7.2 Service Reports for OGS	43	Please consider extending the deadline for the reports from 15 days to 60 days considering the number of various agencies and other authorized users that are expected to buy under the contract, and that the contractor will have to collect this information from all the partners providing on-site maintenance and support.	Pursuant to revised Solicitation Section 6.5 Sales Reporting Requirement "The Report of Contract Sales will be quarterly (January -March, April - June, July - September and October - December). Reports will be due 1 month after the closing quarter."
593	Solicitation	6.7.2 Service Reports for OGS	43	Please confirm that "warranty work" does not apply to Lot 3 since all delivery will be as a service and not subject to any hardware warranty.	Section 6.7 Service Reports for Maintenance and Warranty Work for additional information, applies to all Lots.
633	Solicitation	6.7.2 Service Reports for OGS	43	1) This section appears to be in conflict with Section 6.7.1, which states that service reports are discretionary upon the request of the Authorized User. 2) In addition, this section appears to be commercially unreasonable for many Contractors since there are thousands of Authorized Users and SKUs involved and to ask Contractors to provide detailed service reports for every Authorized User could easily mean 20+ CD-ROMs or more worth of data. We are respectfully asking the State to re-consider this requirement.	1) & 2) Please see revised Solicitation Sections 6.7.1 Service Reports for Authorized User and Section 6.7.2 Service Reports for OGS.

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325	Solicitation	7.10 Pre-Installation Site Visits	47	Please clarify/define pre-sales assistance requirements.	There are no pre-sales assistance requirements in the Solicitation.
324	Solicitation	7.2 Maintenance of Product	46	Manufacturer (Contractor) shall provide the maintenance described therein provided the Authorized User has purchased that applicable level of maintenance from the manufacturer (contractor).	OGS respectfully declines to make the requested change.
206	Solicitation	7.2 Maintenance of Product	45	"Vendor" sells its COTS software and standard installation services across an extensive customer base, comprising commercial and public sector entities. "Vendor's" warranties must be offered in a consistent manner to its customer base to ensure that the warranties precisely reflect the standards by which "Vendor's" products and services are measured. "Vendor" does not guarantee that the programs will perform uninterrupted or that "Vendor" will correct all program errors. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose. In addition, this warranty clause is in conflict with the more extensive warranty clause in Appendix B.	OGS respectfully declines to make the requested any change this statement may imply.
207	Solicitation	7.4 Right to Refuse/Discontinue Maintenance	46	With regard to "Vendor's" software and hardware offerings, customers must purchase maintenance for the first year.	OGS respectfully declines to make the requested change.
416	Solicitation	7.4 Right to Refuse/Discontinue Maintenance	46	Regarding 7.4, may a "Vendor" offer differential discounts and/or program terms when certain forms of maintenance (e.g. new version rights) are sold with software licenses? For example, may a "Vendor" offer to spread payments over installments solely when software licenses are purchased with such forms of maintenance, and not when purchased without such maintenance?	Each Product must be offered with a unique SKU in revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages.
208	Solicitation	7.6 Legacy Maintenance	46	"Vendor" offers lifetime support and can provide specific details upon request.	A Manufacturer can offer a SKU for lifetime support in revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages provided the lifetime support is consistent with the terms and conditions of the Solicitation.
209	Solicitation	7.8 Maintenance Service Sheets	46	Please clarify the purpose and goals of the maintenance service sheet?	OGS respectfully declines to provide the requested clarification.
210	Solicitation	8.1 Warranty	47	As specified above, "Vendor" sells its COTS software and standard installation services across an extensive customer base, comprising commercial and public sector entities. "Vendor's" warranties must be offered in a consistent manner to	Solicitation Section 8.1 has been removed. Please see revised Appendix B, Section 59 Warranties.

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				its customer base to ensure that the warranties precisely reflect the standards by which "Vendor's" products and services are measured. In addition, this warranty provision is inconsistent with the more extensive warranty provision in Appendix B.	
326	Solicitation	8.1 Warranty	47	Manufacturer's (Contractor's) minimum warranty is 90 days as provided in the End User License Agreement (EULA) under which software products are delivered. Please make the requirement in line with Manufacturer's EULA terms for software.	Solicitation Section 8.1 has been removed. Please see revised Appendix B, Section 59 Warranties.
437	Solicitation	8.1 Warranty	47	1) The term "Product" is used throughout the solicitation and the appendices, yet it is not defined. 2) In this section, it specifies that Contractors are to offer their standard warranty. Industry standard for hardware warranties is 3 years; for software, however, it is only 90 days. Please define Product as pertaining only to hardware to ensure that products may be offered with standard warranties or eliminate the 1 year minimum warranty requirement.	1) The term Product is defined in Appendix B, Section 2, Definitions. 2) OGS respectfully declines to make the change. Please see revised Appendix B, Section 59. Warranties.
542	Solicitation	8.1 Warranty	47	Many of the products offered under this contract will only come with a standard 30 or 90 day warranty. While additional warranty coverage is available, there is additional cost for such coverage. Will the State reduce the time period of warranty down to 30 days to allow the most suitable product and warranty to be sold to Authorized Users based upon their actual need?	OGS respectfully declines to make the change. Please see revised Appendix B, Section 59. Warranties.
594	Solicitation	8.1 Warranty	47	1) Does "Products" include XaaS? The definition in App. B is not clear. 2) How does warranty apply to XaaS?	1) Yes. 2) Revised Appendix B Section 59 Warranties applies to all Products within the Solicitation.
595	Solicitation	8.1 Warranty	47	Some of our products only have a standard 90 day warranty. For those products, the RFP is inconsistent between the following two sentences, "All Products offered within this Contract must come with standard minimum one (1) year warranty. The warranty shall be the Contractor's standard warranty." Please consider deleting the first sentence and allowing all products to come with the standard OEM warranty.	OGS respectfully declines to make the requested change. Solicitation Section 8.1 has been removed. Please see revised Appendix B, Section 59 Warranties.
650	Solicitation	8.1 Warranty		Manufacturer's (Contractor's) minimum warranty is 90 days as provided in the End User License Agreement (EULA) under which software products are delivered. Please make the requirement in line with Manufacturer's EULA terms for software.	OGS respectfully declines to make the requested change. Solicitation Section 8.1 has been removed. Please see revised Appendix B, Section 59 Warranties.
383	Solicitation	8.1 Warranty	47	Could the State clarify its meaning of a "standard warranty"?	Solicitation Section 8.1 has been removed. Please see revised Appendix B, Section 59 Warranties.

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578	Solicitation	8.1 Warranty and 1.7 Glossary	47	1) "Products" is not a defined term in the Solicitation Document. 2) Can Contractors assume that "Products" refers to equipment/hardware. 3) If so, consistent with industry standard offerings, can Contractors assume that a warranty of 90 days applies to Contractor's commercial off the shelf software (COTS).	1) & 2) The term Product is defined in Appendix B, Section 2, Definitions. 3) OGS respectfully declines to make the requested change. Solicitation Section 8.1 has been removed. Please see revised Appendix B, Section 59 Warranties.
212	Solicitation	8.11 Public Information	49	"Vendor" will comply with FOIL by providing the requested, identified confidential information, provided "Vendor" is given reasonable notice and an opportunity to comment.	OGS respectfully declines to make the requested change.
92	Solicitation	8.14 Authorized User Security Procedures	50	1) How will Contractors be put on notice of applicable security requirements? 2) Will they be identified in the SOW?	1) & 2) Applicable security requirements will be identified within an Authorized User's RFQ. Solicitation Section 8.1 has been removed. Please see revised Appendix B, Section 59 Warranties.
213	Solicitation	8.14 Authorized User Security Procedures	49	This section is inconsistent with the security procedures set forth in Attachment B. "Vendor" will work with end users as appropriate with regard to their proposed security policies but the end users must tell "Vendor" about such policies such that "Vendor" may object or clarify where necessary.	This Section has been removed. Please see revised Solicitation Section 8.14 - RESERVED
558	Solicitation	8.15.2B Surplus/Take-Back/Recycling	50	If "Vendor" offers a blanket certificate of destruction for the entire lot of equipment received, does that meet the record/documentation requirement described in this section?	This depends on the need of the Authorized User and the content of the certificate of destruction, to be identified within the Authorized User RFQ.
546	Solicitation	8.15.3 Use of Recycled or Remanufactured Materials	50	Please confirm that if "Vendor" is not offering Recycled or Remanufactured products for purchase, this section is not applicable.	OGS respectfully declines to provide the requested confirmation.
634	Solicitation	8.15.3 Use of Recycled or Remanufactured Materials		Based on this section, it appears that awarded Contractors will be able to offer their respective manufacturer's certified refurbished equipment under Lot 2 subject to the conditions/requirements. Please confirm that Contractor shall be able to include the certified refurbished equipment SKUs in Contractor's pricelist update submissions.	A Manufacturer may offer remanufactured Products under Lot 2 Hardware and Lot 3 Cloud. All Products, or components within Products, must be clearly identified within Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages as remanufactured. All Appendix B, Section 59 Warranties apply to Remanufactured Products.
438	Solicitation	8.16 EPA Energy Star Program	51	Energy Star guidelines are still emerging for storage products and are yet to be fully defined. Please modify this section to clarify that products need only comply with applicable Energy Star guidelines. Also, please consider providing a window of time for products to be tested for purposes of establishing compliance with emerging guidelines	OGS respectfully declines to make the requested change.
214	Solicitation	8.20 Contractor Responsibility	52	This clause should clarify that regardless of any suspension or termination of this Contract, Authorized Users will pay the Contractor for all accepted services	OGS respectfully declines to make the requested change.

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				performed and products received prior to the effective date of the suspension or termination.	
93	Solicitation	8.21 Accessibility of Web-Based Information	52	Are Cloud products purchased under this Contract considered "web-based information and applications developed, or programming delivered" for purposes of section 8.21?	Yes.
215	Solicitation	8.24 Performance of Services	53	"Vendor" suggests editing this language to incorporate a materiality standard: that Contractor is responsible for meeting contract obligations in all material respects, as subject to documentation, and provide products free from material defects.	OGS respectfully declines to make the requested change.
651	Solicitation	8.6 Contractor Responsibility of Subcontractors and Suppliers		Section 8. Contract Terms, 8.26 Contractor Responsibility for Subcontractors.	There is no question presented in this instance.
94	Solicitation	8.26 Contractor Responsibility of Subcontractors and Suppliers	53	To the extent subcontractors perform services that are not specifically related to the Contract (for example, subcontractors who perform usability testing on a SaaS tool), are they subject to the requirements set out in section 8.26?	See Revised Solicitation Section 8.26 Contractor Responsibility for Subcontractors.
216	Solicitation	8.26 Contractor Responsibility of Subcontractors and Suppliers	53	"Vendor's" agreements with subcontractors are confidential. Therefore, "Vendor" cannot provide copies of subcontracts to the State.	OGS respectfully declines to make the requested change.
327	Solicitation	8.26 Contractor Responsibility of Subcontractors and Suppliers	53	Please define "Subcontractor" and "Supplier" as they are not defined in 1.7 Glossary. Manufacturer's Resellers are Independent Contractors and not Subcontractors.	Please see Appendix B, Section 2 Definitions for definition of Subcontractor, and revised Solicitation Section 1.7 Glossary, Supplier.
217	Solicitation	8.28 Additional Contract Terms within AU Agreement	54	"Vendor" may wish to propose, and mutually agree upon, new terms for Authorized Users and will work with Authorized Users as needed on a case by case basis.	OGS respectfully declines to make the requested change.

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15	Solicitation	8.29 Employee Information	54	RFP Language states0-Chapter 10 of the Laws of 2006 amended the Civil Service Law and the State Finance Law, relative to maintaining certain information concerning Contract Employees working under State Agency service and consulting Contracts. State Agency consultant Contracts are defined as “Contracts entered into by a state Agency for analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal, or similar services” (“covered consultant Contract” or “covered consultant services”). The amendments also require that certain Contract Employee information be provided to the state Agency awarding such Contracts, OSC, DOB and CS. The effective date of these amendments was June 19, 2006. The requirements will apply to the covered Contracts awarded on and after such date. To meet these requirements, the Contractor agrees to complete.	OGS respectfully declines to make the requested change.
373	Solicitation	8.29 Employee Information	54	Are Forms A Contractor’s Planned Employment Form and B-Contractor’s Annual Employment Report,required to be provided with the Submission?	No. Forms required for compliance with Solicitation Section 8.29 are not required with a Vendor Submission. Those forms may be required as part of an Authorized User’s RFQ and resulting Authorized User Agreement.
16	Solicitation	8.29 Employee Information	54	"Vendor" Question- Please let us know if this section applies to Lot 3, Cloud Services. Are Cloud Services the type of consulting service that would trigger this requirement?	Yes.
95	Solicitation	8.29 Employee Information	54	Please confirm that Cloud products are not considered "covered Contracts" under section 8.29	Lot 3 - Cloud Products may be considered covered Contracts under Solicitation Section 8.29 Employee Information Required To Be Reported By Certain Consultant Contractors And Service Contractors.
515	Solicitation	8.29 Employee Information	54	To which Lots of the Solicitation does this section apply?	Solicitation Section 8.29 Employee Information Required To Be Reported By Certain Consultant Contractors and Service Contractors may apply to all Lots.
218	Solicitation	8.30 Confidentiality	56	"Vendor" will comply with all laws to the extent that such laws, by there terms, are expressly applicable to “Vendor’s” delivery of services under this agreement and impose obligations directly upon "Vendor" in its role as an information technology services provider with respect to the services performed under this Agreement.	OGS respectfully declines to make the requested change.
281	Solicitation	8.30 Confidentiality		Some policies mandate compliance with certain laws that are not applicable to the product or service being provided. This puts unnecessary burdens and additional costs on “Vendor’s”, which ultimately are reflected in the price products and services. "Vendor" requests the following modification to this provision:	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
				<p>The Contractor shall comply with all State and Authorized User policies regarding compliance with various confidentiality and privacy laws, rules and regulations, including but not limited to the Family Educational Rights and Privacy Act (FERPA), the Health Insurance and Portability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (collectively "Privacy Laws") to the extent that such Privacy Laws are applicable to the products or services provided by Contractor. As part of such compliance, Contractor shall execute written confidentiality/non-disclosure agreements as requested by the State or an Authorized User to the extent needed to comply with the Privacy Laws that are applicable to the products or services provided by Contractor.</p>	
439	Solicitation	8.30 Confidentiality	56	<p>Please clarify that this section does not require a Contractor to sign a Business Associates Agreement (as defined under HIPAA/HITECH) or other agreement specifying security regulations. Confidentiality and privacy laws generally afford some discretion to the information custodian regarding the means that they use to protect the information. For example, an Authorized User may choose to protect information from inadvertent disclosure by opting to destroy all storage mediums containing sensitive information on premises or they may contract for services to overwrite their disks before having them recycled. Different solutions are warranted depending on the sensitivity of the information, the Authorized User's internal capabilities and the Authorized User's budget -- some solutions are more expensive than others. If it is desired by some end users to achieve compliance with such regulations with the assistance of the Contractor, such Authorized User should be required to identify to the Contractor during the RFQ process what their requirements are so that a properly scoped solution may be offered.</p>	<p>OGS declines to provide the requested clarification. Pursuant to Solicitation Section 8.30 Confidentiality and Privacy Policies and Laws, requirements will be identified within an Authorized User RFQ and may become part of part of an Authorized User Agreement.</p>
407	Solicitation	8.4 Expiration of Contract		<p>If an Authorized User Agreement (or individual procurement) is executed near the end of the 5-year term of the umbrella Contract, can the Authorized User Agreement (or procurement) extend past the expiration of the umbrella Contract? For example, assuming that the umbrella Contract's term runs July 1 2015 through June 30 2020, would an agency be able to execute an Authorized User Agreement in May 2020 in order to purchase email as a service for a period longer than 2 months?</p>	<p>See revised Solicitation Section 8.4 Expiration of Contract; Survival of Authorized User Agreements.</p>
255	Solicitation	8.6 Overlapping Contract Items	48	<p>Per this section, what other State Contracts are you referencing?</p>	<p>Solicitation Section 8.6 has been removed.</p>

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
418	Solicitation	8.6 Overlapping Contract Items		In the event a manufacturer has an existing contract with OGS for similar or the same products that could be included on this contract, can OGS outline its thinking for either existence of 2 contracts, or the transition from one to the other.	OGS respectfully declines to provide the requested clarification.
211	Solicitation	8.8 NYS ITS Policies	48	"Vendor" will work with end users as appropriate where end users request additional ITS policies.	OGS respectfully declines to make the requested change.
570	Solicitation	8.8 NYS ITS Policies	48	It will be very difficult for a true Cloud provider to maintain compliance with individual state-based policies; we recommend adherence to more generally published sources, such as ISO and SOC I/II. Would compliance with these generally-accepted standards be sufficient for the State?	OGS respectfully declines to make the requested change.
485	Solicitation	9 Lot 3 - Cloud Specific Terms and Conditions	61	If authorized user acquires hardware/software for their use, and they own title to the hardware/software, do they consider that a cloud service or a purchase?	There are not enough details provided for OGS to answer this question. OGS respectfully declines to provide the requested clarification.
486	Solicitation	9 Lot 3 - Cloud Specific Terms and Conditions	61	If any of current storage or servers that exist on site communicate with a Cloud Service Provider (CSP) does the CSP take ownership of the current asset?	No.
487	Solicitation	9 Lot 3 - Cloud Specific Terms and Conditions	61	If NY purchase hardware/software, and owns title, does any of section 9 apply?	There are not enough details provided for OGS to answer this question. OGS respectfully declines to provide the requested clarification.
488	Solicitation	9 Lot 3 - Cloud Specific Terms and Conditions	61	If NY buys a server for their data center and it sends or receives and data to/from a Cloud Service Provider, is the server "Vendor" held to the data requirements listed in section 9?	There are not enough details provided for OGS to answer this question. OGS respectfully declines to provide the requested clarification.
597	Solicitation	9.1 Bundles Offerings	61	If the OEM is required to hold the Lot 3 contract (and cloud hosting partners are not eligible to bid on this lot), please confirm that OEMs may include partner SKUs on the OEM's contract. These SKUs would not be purely 3rd party SKUs as they for services that are based on the OEM's technology and recommended architecture.	See revised Solicitation Section 1.2.3 Lot 3 - Cloud.
230	Solicitation	9.10 Security Processes	64	"Vendor" takes exception to the completion of the CAIQ security alliance as it is too onerous. "Vendor" will work with Authorized Users to determine and meet their needs.	OGS respectfully declines to make the requested change.
231	Solicitation	9.11 Upgrades, System Changes and Maintenance	64	The applicable hosting and delivery policies for a particular Cloud Service will describe the standard maintenance window and notifications. Depending on the Cloud Service itself, scheduling of a significant upgrade may be in the control of the State, in others it may be as designated by "Vendor". There are many different types of service offerings for cloud and these can be negotiated.	OGS respectfully declines to make the requested change.

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232	Solicitation	9.12 Termination or Suspension of Services	64	"Vendor" has many numerous types of cloud offerings, some of which comply with these requirements and some of which do not. How should we respond to these general requirements when we have specific services?	A Manufacturer should only include in their Products in revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages, which meet the requirements of this Solicitation.
233	Solicitation	9.14 Access to Security Logs and Reports	65	The Data Processing Agreement describes the level of detail provided in the security reporting that can be requested by customer of the Cloud Service. In many of the cloud services, there is robust internal reporting analysis, and many also have access to a virtual CIO/portal that provides insight into many of the elements that would interest a CIO as if they had control and internal visibility to the services environment.	There is no question presented in this instance. OGS respectfully declines to make the requested change.
234	Solicitation	9.15 Contractor Performance Audit	65	The Data Processing Agreement describes the customer's rights to request audit reports and perform audits, however, reports and certifications that are specific to a customer remain the responsibility of the customer.	There is no question presented in this instance. OGS respectfully declines to make the requested change.
606	Solicitation	9.15 Contractor Performance Audit	65	Please consider revising the audit report requirements to allow the contractor to produce only the relevant sections of the report. Unless the contractor has established a separate data center for NYS Authorized Users, there may be confidential and proprietary information of other customers that we cannot share even if such information would be protected from disclosure under FOIL.	OGS respectfully declines to make the requested change.
235	Solicitation	9.16 Personnel	65	"Vendor" has its own pre-employment screening procedure. It does not release full staffing plans to customers, as often the staff is generally supporting a Cloud Service and not specific to any single customer.	OGS respectfully declines to make the requested change.
236	Solicitation	9.17 BC/DR	65	The relevant hosting and delivery policies for a particular Cloud Service will describe the Disaster Recovery process. The tests are not personally coordinated between the "Vendor" and any customer.	There is no question presented in this instance. OGS respectfully declines to make the requested change.
237	Solicitation	9.18 Compliance with Federal, State and Local Regs	65	"Vendor" will comply with all laws to the extent that such laws, by their terms, are expressly applicable to "Vendor's" delivery of services under this agreement and impose obligations directly upon "Vendor" in its role as an information technology services provider with respect to the services performed under this Agreement.	There is no question presented in this instance. OGS respectfully declines to make the requested change.
220	Solicitation	9.2 Protection of Data, Infrastructure and Software	61	"Vendor's" responsibilities as they relate to processing personal data worldwide for any/all cloud services will vary. When it comes to specific encryption requirements, the Cloud Services vary as to whether it is standard functionality, operational (purchaseable) functionality, or not available. This will be documented in "Vendor's" services descriptions and matrices. In addition, the relevant hosting and delivery policies, program documentation and Data	There is no question presented in this instance. OGS respectfully declines to make the requested change.

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				Processing Agreement will describe security responsibilities of "Vendor" as related to Cloud Services. The State must review the posted documentation and do the due diligence to ensure that they are comfortable with the security measures put in place by the "Vendor". In addition, there will be no diminishment.	
543	Solicitation	9.2 Protection of Data, Infrastructure and Software	61	IaaS services are generally based solely on the provision of compute and do not include software layer security. Each user, within their compartment, has the ability to add software security as it deems necessary. Please consider revising so that software security is not required to be provided by the cloud manufacturer.	OGS respectfully declines to make the requested change.
99	Solicitation	9.20 Modification of AU Agreement	66	Please confirm that updates and upgrades to Cloud services that do not involve additional fees will not be considered a "change" for purposes of section 9.20	No.
263	Solicitation	9.20 Modification of AU Agreement	65	Would the State consider a proper notification for a change to the service offerings be a simple posting to the contractor's web site?	OGS respectfully declines to make the requested change.
238	Solicitation	9.20 Modification to Cloud Service	65	The relevant hosting and delivery policies will describe the notification prior to major upgrades. In addition, there are various policies and these policies will vary by type of service required.	There is no question presented in this instance. OGS respectfully declines to make the requested change.
221	Solicitation	9.3.1 State Security Policies and Procedures	61	"Vendor" will report actual security incidents in accordance with our policies, which can be provided.	There is no question presented in this instance. OGS respectfully declines to make the requested change.
222	Solicitation	9.3.2 Reporting of Security Incidents	61	Security Incident is defined as a violation of imminent threat of violation of certain policies or practices or any event that adversely affects the confidentiality, integrity, or availability of system and data. This definition is somewhat broad. "Vendor" will report actual security incidents. "Vendor" will report actual security incidents in accordance with our policies	There is no question presented in this instance. OGS respectfully declines to make the requested change.
544	Solicitation	9.4 Data Breach	62	The requirement of notification for potential Data Breaches may result in hundreds or thousands of false positive notifications. Please consider removing this provision and allowing each user to create a standard that best fits the business needs of each Authorized User. This will allow the cloud manufacturer to provide the best value to the Authorized User.	Please see revised Solicitation Section 9.4 Data Breach – Required Contractor Actions.
223	Solicitation	9.4.1 Data Breach	62	It is unreasonable, and unwieldy for both contractor and customer, for a contractor to notify end users for mere potential data breaches. Rather than	Please see revised Solicitation Section 9.4 Data Breach – Required Contractor Actions.

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				notify potential users of potential breaches, "Vendor" will notify end users actually affected by actual breaches in a reasonable time frame. Furthermore, four hours is an unreasonable time constraint and is far from industry standard. "Vendor" will provide notification within three business days of an actual breach. In addition, appropriate corrective action may vary depending on the type and size of a breach. "Vendor" will work with end users to agree upon an appropriate and reasonable time frame within which to take corrective action. Finally, this section is subject to the agreed-upon limitation of liability provisions in this contract, set forth in Appendix B.	
598	Solicitation	9.4.1 Data Breach	62	Please revise "in the event of an actual or potential Data Breach" to delete the word "potential". There are numerous potential data breaches that are thwarted by security software and protocols before an actual breach occurs.	Please see revised Solicitation Section 9.4 Data Breach – Required Contractor Actions.
599	Solicitation	9.4.1 Data Breach	62	Four (4) hour notification time is an extremely short turn around time. Throughout the 47 US states with breach notification laws, most statutes provide breach notification promptly, and the shortest time frame for a set number of days in such state statute is 30 days. Please revise data breach notification requirement to notify promptly, or to comply with NY statutes or within 5 business days, whichever is shorter.	OGS respectfully declines to make the requested change.
224	Solicitation	9.5.1 Data Ownership, Access and Location	62	"Vendor" or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software, and anything developed or delivered under this Agreement.	OGS respectfully declines to make the requested change.
600	Solicitation	9.5.1 Data Ownership, Access and Location	62	Please confirm that contractor's pre-existing Intellectual Property remains the property of the contractor.	See Appendix B, Section 68, Ownership/Title To Project Deliverables.
225	Solicitation	9.5.2 Authorized User Access to Data	62	Access to end user content is restricted, "Vendor" reserves the right to monitor usage and the hosting infrastructure for auditing and statistical analysis purposes.	OGS respectfully declines to make the requested change.
545	Solicitation	9.5.2 Authorized User Access to Data	62	Up to the point of termination, the Authorized User will have access to their data. However, following termination, the Authorized User's data will not be able to be maintained indefinitely without payment for the use of the compute and storage. Please consider revising the access requirements to be co-terminous with termination of the cloud agreement.	OGS respectfully declines to make the requested change.

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601	Solicitation	9.5.2 Authorized User Access to Data	62	Please confirm that copying and/or transferring data for purposes of back up and fail-over/business continuity is permitted.	Please see revised Solicitation Section 9.5.3 Contractor Access to Data and Solicitation Section 9.3.1 State Security Policies and Procedures.
226	Solicitation	9.5.4 Data Location and Related Restrictions	62	The production servicers environment's Data Center Region will be identified on the applicable Ordering Document, however backup locations are not typically identified and will vary based on the Cloud Service. In addition, "Follow the Sun" support is the standard business model for all cloud services, as the intent is to maintain the services available to 24*7*365 to ensure the Service Level Objectives as described in the Data Processing Agreement and the relevant Hosting and Delivery Policies for a particular Cloud Service.	OGS respectfully declines to make the requested change.
256	Solicitation	9.5.4 Data Location and Related Restrictions	62	If you decide not to "Follow the Sun", it would increase the cost to the State of NY. Is the State aware that by excluding "Follow the Sun", it will drive up the cost of the Cloud offering?	OGS respectfully declines to make the requested change.
257	Solicitation	9.5.4 Data Location and Related Restrictions	63	What specific concerns does NYS have with "Follow the Sun"?	OGS respectfully declines to make the requested change.
602	Solicitation	9.5.4 Data Location and Related Restrictions	62	Please confirm that technical assistance/maintenance services may be provided from global call centers depending on the time of day.	OGS respectfully declines to make the requested confirmation.
98	Solicitation	9.5.4 Data Location and Related Restrictions	62	1) For purposes of 9.5.4, does basic account information constitute "Data"? 2) For example, could a Follow the Sun format be used to provide customer support related to account issues like resetting passwords?	1) Yes. 2) No.
417	Solicitation	9.5.4 Data Location and Related Restrictions		Regarding 9.5.4, is the CONUS restriction intended to apply only to data at rest, or also data in transit? Note that data in transit over the Internet is impossible to contain within CONUS, due to the nature of the Internet, although data encryption methods can render such in-transit data secure.	Please see revised Solicitation Section 9.5.4 Data Location and Related Restrictions
227	Solicitation	9.6 Contractor Portable Devices	63	"Vendor" has extensive policies and procedures in place as it relates to portable devices and confidentiality of customer's data residing in the Cloud Service environments. The Data Processing Agreement describes how "Vendor" processes data worldwide regardless of where a particular user may reside.	OGS respectfully declines to make the requested change.

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228	Solicitation	9.7 Transferring of Data	63	Cloud Services by their nature take advantage of a shared infrastructure, leveraging server capacity across many customers. Transition services are not included as part of the Cloud Services and if there was any assistance required to assist with a data dump, that may be a paid engagement. Usually, the Cloud Service provider is the exclusive provider of such Cloud Services. Other providers may provide similar functionality to meet the same/similar business need, but a "reinstallation" or seamless transition from one provider to another is not a practical possibility. Many of the cloud services provide APIs that would facilitate the real-time or batched transfer of data from one system to another should the State wish to have "Vendor" build an integration point for them; it would be a paid engagement.	OGS respectfully declines to make the requested change.
229	Solicitation	9.8 Encryption	63	Specific encryption requirements in the Cloud Services vary as to whether it is standard functionality, optional (purchaseable) functionality or not available. This is documented within the Cloud Services relevant Services Specifications, including the Service Descriptions and Metrics, relevant Hosting and Delivery Policies and Program Documentation. "Vendor" sells or licenses its proprietary software, hardware and services to the general public, including both public sector and private sector customers. The product and service offerings are developed for distribution world-wide and are based on industry best practices and widely-recognized US and international standards. They are not tailored to the individual policies of specific customers. Basing our policies on individual customers' policies would result in custom solutions that would lose both economies of scale and the benefits of a large customer base providing constant feedback, which fosters more robust products and service offerings. "Vendor" is ready to provide you with the policies and security procedures that apply to its products and services for your review and discussion.	OGS respectfully declines to make the requested change.
603	Solicitation	9.8 Encryption	63	Please confirm that data should be encrypted in transit but is not required to be encrypted at rest if other industry standard security procedures and protocols are in place. Most of the "smart network" and anti-virus products, for example, will not work if the packets are encrypted. In addition, if voicemail is encrypted, humans would not be able to understand it. For example, may the hosted collaboration services sensitive data (defined as Voice Mails and Call Data Records) be maintained in an unencrypted state as long as it is only accessible by authorized users with a need to access it, and as long as alternative security measures are taken to secure this sensitive data in accordance with	Per revised Solicitation Section 9.8 Encryption, all Data must be encrypted at all times unless specifically outlined otherwise in the Authorized User Agreement.

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				NIST/FedRAMP standards, as the ability to encrypt this data is not supported by the system?	
604	Solicitation	9.9 Requests for Data by Third Parties	64	1) What is the purpose of this section? 2) In what instances would a contractor receive a request for data by a third party? 3) Is this section intended to address FOIL requests where the data is in the contractor's data center?	1) To provide notice to Authorized Users of such requests. 2) and 3) Potential instances may include, but are not limited to, litigation, media inquiries, governmental inquiries, FOIL requests etc.
605	Solicitation	9.9 Requests for Data by Third Parties	64	Twelve hours notification time is quite short. Can this be revised to 1 business day?	Please see revised Solicitation Section 9.9 Request for Data by Third Parties.
47	Solicitation	Cover	1	There appears to be no place for Bidders to sign the RFP cover page or Acknowledgement Form. The only signature line on these two pages is for the Notary Public attestation of the signer's authority. Can you provide an updated form?	The Solicitation Cover Page has been revised to include a Contractor signature space.
274	Solicitation	Cover		There is no signature line provided, only notary. Where do we sign?	The Solicitation Cover Page has been revised to include a Contractor signature space.
509	Solicitation	Cover	2	Where does "Vendor" sign?	The Solicitation Cover Page has been revised to include a Contractor signature space.
2	Solicitation	General		Please advise if this Solicitation and resulting contract will replace NEW YORK STATE OFFICE OF GENERAL SERVICES CONTRACT, GROUP 77017 - COMPREHENSIVE TELECOMMUNICATION SERVICES?	See revised Solicitation Section 1.5 Replacement Of Existing Statewide Contracts.
3	Solicitation	General		Please advise if a current contract "Vendor" of NEW YORK STATE OFFICE OF GENERAL SERVICES CONTRACT, GROUP 77017 - COMPREHENSIVE TELECOMMUNICATION SERVICES should respond to this RFP?	OGS suggests that all Manufacturers meeting Solicitation requirements respond to this Solicitation.
8	Solicitation	General		Does this solicitation include a telecom provider audit or physical line audit	No.
12	Solicitation	General		Is the referenced procurement for a specific software/hardware solution?	No. See Solicitation Section 1 Contract Scope.
32	Solicitation	General		Since OGS Audio Visual Contract has expired. Is this IT umbrella Contract covering interactive whiteboards, projectors/ visual displays?	The list of Lot 2 Hardware inclusions is not all inclusive. Products which can be defined as Hardware; Information Technology and Equipment may be included in the Lot 2 Hardware Lot. See revised Solicitation Section 1.7 Glossary for definitions.
33	Solicitation	General		Schools don't know how to procure these types of solutions.	There is no question presented in this instance.
54	Solicitation	General	10	Can "Vendor's" offer a reseller in one market (government) but not in another (education)?	See Solicitation Section 1. Contract Scope for a description of the Lots. See revised Solicitation Section 6.11 Contractor's Obligation For Reseller Participation.
81	Solicitation	General		If a cloud software or subscription is included with an on-premise software offering and cannot be unbundled, in what lot or how should those on-premise software products be listed?	Lot 3 - Cloud.

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82	Solicitation	General		Should educational (K-12 or higher education) software licensing terms and pricing be included in a "Vendor's" response? How should they be shown?	Yes. A Vendor may identify educational Discounts per item within revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages.
83	Solicitation	General		1) Should license terms and pricing for packed, non-negotiable enterprise license offerings be included in a "Vendor's" response? 2) If so, where/how should they be listed since enterprise licenses include on-premise and cloud product offerings?	1) Please see Solicitation Sections 4.6 Extraneous Terms, and 8.28 Additional Contractor Terms And Conditions Within An Authorized User Agreement, and Appendix B, Section 28 Modification of Contract Terms. 2) Please see Solicitation Section 4.6 Extraneous Terms.
84	Solicitation	General		1) Should product numbers or terms for negotiated enterprise license agreements be included in the response. 2) If so how/where should they be included?	1) & 2) For terms, please see Solicitation Section 4.6 Extraneous Terms and the requirement that extraneous terms be addressed as part of the Inquiry Periods.
91	Solicitation	General		What is the mechanism for identifying products that may be used or adapted for use for persons with disabilities?	A Manufacturer may identify their Products as adapted for use for persons with disabilities in Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages.
115	Solicitation	General		How can bidders propose additional language for inclusion in the contract? For example, a description of how transactions are counted for purposes of transaction based pricing?	Please see Solicitation Section 4.6 Extraneous Terms.
117	Solicitation	General		If we respond to multiple Lots, but are only qualified for one Lot - will we be partially awarded for that one qualified Lot?	Please see Solicitation Section 1.4, Method of Award.
122	Solicitation	General		If we wanted to include additional information around our products (i.e. Datasheets, white papers, etc) - where should we include this information?	Please see Solicitation Section 4.6 Extraneous Terms.
258	Solicitation	General		If the manufacturer bids its product line and is awarded a contract by OGS, will OGS accept bids from distributors (when the distributor RFP is released) that wish to bid a manufacturer's product line?	OGS declines to respond to this inquiry since it is not related to Solicitation 22802.
260	Solicitation	General		1) Are resellers able to offer Implementation services? 2) If so, how should their pricing be represented to OGS in the manufacturer's bid response?	1) & 2) Only OEMs are eligible to respond to this Solicitation – see Solicitation Section 1 Contract Scope.
289	Solicitation	General		If an authorized user of the contract is looking for a complete solution that crosses lots does each lot have to be bid separately or can they be combined into one bid. For example, Implementation Services being bid with software and hardware.	An Authorized User's RFQ may cross multiple Lots. However, a Vendor may only respond to a Lot for which it holds an approved Contract. The RFQ will specify if awards will be based by Lot or the total across all Lots. See revised Attachment 11 – How to Use the Manufacturer Umbrella Contract.

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406	Solicitation	General		Will the State allow individual Authorized User Agreements to have an independent term from the Contract? For example, assuming that the Contract's term runs July 1 2015 through June 30 2020, may a "Vendor" conduct a transaction with an agency (e.g. for cloud services) under an Authorized User Agreement with a term running from August 1 2015 through July 31 2018?	Yes. See revised Solicitation Section 7.5 Maintenance/Support Agreement Contract Price Survival and revised Solicitation Section 8.4 Expiration of Contract; Survival of Authorized User Agreements for additional information.
640	Solicitation	General		What is the criteria for initial award?	Please see Solicitation Section 1.4 Method of Award.
641	Solicitation	General		Manufacturer provides its products through a 2-step value-added distribution channel of an authorized Distributor and authorized Resellers. In order to align with this commercial practice, would the State consider the Manufacturer compliant with RFP 22802 if the resultant contract was held by an authorized Contract Management Provider appointed by Manufacturer for Manufacturer's products and services? For example, "Vendor" A holds "Vendor" B's NY OGS contract as "Vendor" B does not hold its own contracts directly.	No.
643	Solicitation	General		Please describe/define what is the "Vendor" Responsibility Review and what is it determining?	See Solicitation Section 2.10 New York State Vendor Responsibility Questionnaire For-Profit Business Entity.
671	Solicitation	General		We do not manufacture equipment or software but we do configure and install packages of equipment in unique ways. Are we permitted to submit our own part number?	No. Only Manufacturers may respond to this Solicitation. See Solicitation Section 2.1 Vendor Eligibility for additional information.
672	Solicitation	General		How do you obtain a NYS "Vendor" ID Number?	Solicitation Section 2.9 New York State Vendor File Registration contains instructions for requesting a ten-digit Vendor ID Number.
694	Solicitation	General		If we don't intent to bid, are we covered by the restricted period?	Yes. The Solicitation is covered by a restricted period, whether or not a Vendor intends to respond.
703	Solicitation	General		Is it acceptable for [a different vendor] to respond to 22802, and hold on our behalf?	No. Only Manufacturers may respond to this Solicitation. See Solicitation Section 2.1 Vendor Eligibility for additional information.
707	Solicitation	General		Our company is a software company that essentially provides private cloud software that acts as a gateway to public cloud providers like Amazon, which Lot do we respond to?	A Vendor that provides Software as described within Lot 1 Software Inclusions and meets all Solicitation requirements, should respond to Lot 1 Software. A Vendor that provides Cloud as described within Lot 3 Cloud Inclusions and meets all Solicitation requirements, should respond to Lot 3 Cloud. See Solicitation Section 1 Contract Scope.
708	Solicitation	General		1) For those "Vendor's" who are not awarded a lot at this time, what is the timeframe for the open recruitment? 2) Will that timeframe differ for a "Vendor" who is already listed on a lot and adding more product in that lot?	1) A timeframe for periodic recruitment has not been established. 2) Yes. See revised Solicitation Section 5.3 Contract Updates for additional information. 3) Yes. Contractor will be required to wait for the next Periodic Recruitment. See revised Solicitation Section 5.2 Subsequent Periodic Recruitment.

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				3) Does that timeframe differ for a "Vendor" seeking listing on a lot not previously awarded.	
714	Solicitation	General		Can the resellers assigned to the contract provide the implementation services?	Only Manufacturers are eligible to respond to this Solicitation. See Solicitation Section 1 Contract Scope.
718	Solicitation	General		The security documents are extensive and it is unclear where the delineation between what NYS is responsible for and where the "Vendor's" role is impacted. Would it be possible to identify the specific areas that apply to the "Vendor's"?	The response to this inquiry assumes the Vendor is referencing Appendix D - Primary Security and Privacy Mandates. Specific areas of compliance will be outlined within future RFQ's issued by an Authorized User.
723	Solicitation	General		1) If there is a support contract in place - is the 1 years warranty still mandated? 2) Is there any flexibility on the 1 year warranty requirement? 3) When is the contract start date?	1) & 2) Please see revised Appendix B, Section 59 Warranties for additional information. 3) See Solicitation Section 1.15 Contract Start Date for additional information.
732	Solicitation	General		How will you handle long term services needs, i.e., residencies if the "Vendors" on your HBITS are not qualified to support the "Vendor's" product?	There is not enough information to respond to this question.
733	Solicitation	General		We will be listed as a VAR for many equipment "Vendors". We provide a hardware maintenance service that is not "Vendor" specific. Will we be able to submit these services?	No. See Solicitation Section 1 Contract Scope.
734	Solicitation	General		1) How will the state procure something in Lots (1,2 or 3) if it is expected to be more than 36 months? 2) A "Vendor" can only bid in Lot 4 for those items in which they bid for in 1,2 and/or 3?	1) See revised Solicitation Section 8.4 Expiration of Contract; Survival of Authorized User Agreements 2) Yes. See Solicitation Section 1 Contract Scope.
735	Solicitation	General		1) Can a reseller resell a manufacturer's product if the manufacturer is not on the new umbrella contract? 2) Is this new contract the only way a manufacturer's product could be procured using the state contract?	1) No. 2) There is not enough information to respond to this question.
736	Solicitation	General		If a manufacturer is listed on the hardware lot and one of their listed VAR's wins a project with NYS, should the manufacturer and VAR also be listed on the implementation lot if the VAR plans to charge for their install services?	In order to offer Lot 4 Implementation Services, the Manufacturer must have responded to Lots 1, 2 and/or 3 and Lot 4 of this Solicitation, and been awarded a Contract. See Solicitation Section 1 Contract Scope. The Manufacturer can then name Resellers within awarded Lots. See revised Solicitation Section 6.11 Contractor's Obligation For Reseller Participation.
737	Solicitation	General		1) Manufacturer has a least 5 resellers in the Cloud Lot - an RFQ is awarded to one of those resellers - can that same reseller provide the implementation services from Lot 4 without an additional RFQ within Lot 4? 2) If an RFQ is mandatory for Lot 4 that could pose a severe technical disadvantage to the end user in the Cloud Lot. Most end users go to a Cloud provider for an end to end cloud solution.	1) Please refer to revised Attachment 11 - How to Use the Manufacturer Umbrella Contract. 2) OGS respectfully declines to make the requested change.

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740	Solicitation	General		Many manufacturers depend on reseller's to provide implementation and maintenance support, how will that be cared for in the new model?	A Manufacturer may name Resellers to any of the four Lots. See revised Solicitation section 6.11 Contractor's Obligation For Reseller Participation.
291	Solicitation	General		Can a manufacturer of certain products be named as a reseller on another manufacturer's RFP response?	Yes. A Manufacturer can be named as another Manufacturers Reseller in response to this Solicitation. See revised Solicitation section 6.11 Contractor's Obligation For Reseller Participation.
294	Solicitation	General		How will special pricing initiatives such as the NYS Aggregate Buy be addressed under this contract?	Special pricing initiative will be conducted via the RFQ process.
295	Solicitation	General		1) Under the contract, will Authorized Users be required to receive five bids for every transaction 2) or will OGS establish a dollar limit where this requirement is waived?	1) & 2) See Attachment 11 - How to Use the Manufacturer Umbrella Contract Section 3.6.2, Less than 3 Responsive Proposals Received.
312	Solicitation	General		What fees, if any, are associated with transactions occurring under this contract, and who is the responsible party? (Manufacturer or reseller)	There is not enough information to respond to this question.
317	Solicitation	General	10	Manufacturer provides its products through a 2-step value-added distribution channel of an authorized Distributor and authorized Resellers. In order to align with this commercial practice, would the State consider the Manufacturer compliant with RFP 22802 if the resultant contract was held by an authorized Contract Management Provider appointed by Manufacturer for Manufacturer's products and services? For example, "Vendor" A holds "Vendor" B's NY OGS contract as "Vendor" B does not hold its own contracts directly.	No. OGS respectfully declines to make the requested change.
318	Solicitation	General	10	Manufacturer (Contractor) cannot agree to assume full liability for its Resellers performance and compliance with all Contract Terms. Please delete.	OGS respectfully declines to make the requested change.
319	Solicitation	General	23	Please describe/define what is the "Vendor" Responsibility Review and what is it determining?	Please see Solicitation Section 2.10 New York State Vendor Responsibility Questionnaire For-Profit Business Entity.
384	Solicitation	General	48	If Contractor has an existing contract that will not expire for 2 years and NYS rejects/deletes products on new contract that are already on the existing contract does that mean the products no longer have a contract vehicle given that this Umbrella contract is intended to supersede/replace existing contracts	Solicitation Section 8.6 has been removed.
396	Solicitation	General		Will the same Lot Groups be included in the Distributer Umbrella RFP?	OGS declines to respond to this inquiry since it is not related to Solicitation 22802.
404	Solicitation	General		Will the State please provide unlocked Microsoft Word copies of the Solicitation so that "Vendor's" may both (a) more easily search for applicable text in the Solicitation, and (b) copy and paste applicable phrases into their responses?	OGS respectfully declines to make the requested change.
642	Solicitation	General		Manufacturer (Contractor) cannot agree to assume full liability for its Resellers performance and compliance with all Contract Terms. Please delete.	OGS respectfully declines to make the requested change.

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655	Solicitation	General		We understand that the IT Umbrella RFP prohibits T&M services, however, it is our interpretation that the IT Umbrella RFP will allow the use of fixed price on-site resident services to assist customers with the implementation of best practices, patch implementation and implementation of updates and/or upgrades, do you concur?	Fixed-price Deliverable responses to an Authorized User Lot 4 – Implementation Services RFQ must be comprised of SKUs within revised Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages.
656	Solicitation	General		Since Data Projectors and Visual presenters are no longer on contract and that contract canceled can they be considered hardware and Added to this contract?	The list of Lot 2 Hardware inclusions is not all inclusive. Products which can be defined as Hardware; Information Technology and Equipment may be included in the Lot 2 Hardware Lot. See revised Solicitation Section 1.7 Glossary for definitions.
657	Solicitation	General		Can you repeat, what contract does staff augmentation fall under?	Staff Augmentation is excluded from this Solicitation. Please see NYS Hourly Based Information Technology Services (HBITS).
658	Solicitation	General		As a follow up could you further define staff augmentation and does it differ from having a storage resident onsite for a fixed amount of time?	Please see revised Solicitation Section 1.7 Glossary.
659	Solicitation	General		How do you intend purchases to work if the customer also desires data migration services or an on-site resident	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary. Staff Augmentation is excluded from this Solicitation.
660	Solicitation	General		Will the procurement need to be made off-contract, or do you envision a customer utilizing several contracts simultaneously?	There is not enough information to respond to this question.
661	Solicitation	General		Would such a procurement involve the issuance of several mini-bids simultaneously, or of one single mini-bid with competition for various components being run off of different contracts?	It is at the Authorized User's discretion which procurement scenario meets their needs. See Attachment 11 How to Use the Manufacturer Umbrella Contract.
662	Solicitation	General		Can bidders on Lot 4, bid on implementation services for all hardware, or only hardware categories that they proposed in the hardware lot?	See Solicitation Section 2.1 Vendor Eligibility for additional information. A Manufacturer and their Resellers can only provide Lot 4 Implementation Services for Products the Manufacturer has included on Attachment 1 Price Pages.
668	Solicitation	General		We are a reseller. If we OEM manage service, can be bid on this Contract?	No. Only Manufacturers may respond to this Solicitation. See Solicitation Section 2.1 Vendor Eligibility for additional information.
669	Solicitation	General		If you are a provider of hardware products that has cloud offerings, where do we offer cloud offerings when you state you will only accept bids from cloud only responses.	Lot 3 - Cloud.
674	Solicitation	General		Will there be an opportunity for negotiation after award?	No.
675	Solicitation	General		Will all questions and answers be posted to the website?	Yes, please refer to revised Solicitation Section 1.13 Inquiries And Proposed Solicitation Deviations.
678	Solicitation	General		Cloud services necessarily involve use of broadband access service. Certain applications are deemed "critical" and intelligent offerings often include auxiliary services for resiliency. We assume complementary broadband alternatives that	If connectivity is included within a Cloud Product Bundle it may be included within Lot 3 Cloud. See revised Solicitation Section 1.2.3 Lot 3 - Cloud.

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				are configured as an option are permitted, as long as they are reasonable and justified.	
679	Solicitation	General		E-payment/eCommerce. What are you looking for?	There is not enough information to respond to this question.
681	Solicitation	General		1) Under this contract we understand there are individual T&Cs. Is this correct? 2) Assuming this is true, what is going to be the process by which individual applicable design criteria would be negotiated? For example, application to buy salt for DOT would not need to be HiPPA compliant.	1) Yes. 2) An Authorized User RFQ many contain additional terms and conditions such as HIPPA requirements.
687	Solicitation	General		If an appliance connects to a cloud-based service to share metadata for threat analysis, would this fall under the hardware or cloud lot?	Lot 3 - Cloud.
688	Solicitation	General		Is document imaging services part of this contract?	No. Document imaging services are not in scope for the Umbrella Solicitation.
689	Solicitation	General		As a minority subcontractor, do we align ourselves with the Prime before or after the award of contract?	M/WBE's should align themselves with Manufacturers before, during and after Contract awards.
690	Solicitation	General		Can we subcontract with more than one Prime?	Yes, a Reseller may be named a Reseller for multiple Manufacturers if they Resell and/or Implement that Manufacturer's Product.
697	Solicitation	General		The NIST Cloud definition contemplates XaaS as a hybrid delivery model where hardware may be deployed on site which consumes a remote service. Further, XaaS allows for delivery of Cloud services with a mix of conventional appliance or client service local services. We assume that hardware, hardware appliance, one transactional client service go into "Cloud" in this contract.	Yes. Cloud-paired Products, including Hardware and Appliances, are to be provided by Manufacturers within Lot 3 - Cloud.
698	Solicitation	General		Would an antivirus software product managed via a web or "cloud" based console be considered cloud even though software is deployed on prem?	The Lot where this Product is offered would depend on the offering itself. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary, Cloud for additional information.
699	Solicitation	General		1) Does the use of on-site resident services fall into the project based Lot? 2) Also, is the same true for implementation services that exceed 10% of Hardware Software cost?	1) & 2) Staff Augmentation is excluded from the Solicitation. There is no "Project-Based" Lot within this Solicitation. Please see revised Solicitation Section 1.3 Products and Services Excluded from Scope of the Solicitation and Resulting Contracts.
702	Solicitation	General		Please comment on the longevity of 21350? Is an RFP planned to replace 21350?	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts, To the extent that this inquiry relates to a procurement other than Solicitation 22802, OGS declines to respond.
704	Solicitation	General		""Vendor" X" "contract" is currently held by ""Vendor" Y" under 21350 (Telecom). Will ""Vendor" Y" contract under 21350 remain "in place", if ""Vendor" X" chooses not to hold a contract directly under 22802?	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts. To the extent that this inquiry relates to a procurement other than Solicitation 22802, OGS declines to respond.

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705	Solicitation	General		Are contract updates still being accepted and process for 21350? (ie Pricebook and Schedule F)	OGS declines to respond to this inquiry since it is not related to Solicitation 22802.
709	Solicitation	General		Can a "Vendor" list products sold in other countries to government entities? As currency differs what proof of pricing would OGS accept?	No. Government Entities only. See revised Solicitation Section 2.2 Verifiable Sales for additional information.
710	Solicitation	General		What do the proposed changes to the contract mean to existing contracts?	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts. To the extent that this inquiry relates to a procurement other than Solicitation 22802, OGS declines to respond.
711	Solicitation	General		1) If a manufacturer does not respond to Lot 1 - Software, can they sell software under the miscellaneous software contract 2) or the future Distribution contract?	1) See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts. 2) To the extent that this inquiry relates to a procurement other than Solicitation 22802, OGS declines to respond.
717	Solicitation	General		On the RFC Sample RFP, there was a 5th Lot for Telecom/Network Services. We notice it has been removed from the final RFP. Is the assumption that traditional network services will continue on the existing CTS contract or is the expectation to include those services under the Cloud Lot? i.e., MPLS, point to point, TI, etc.	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts. To the extent that this inquiry relates to a procurement other than Solicitation 22802, OGS declines to respond.
720	Solicitation	General		As a "Reseller" how can we speak with the manufacturers that need resellers on their contract?	Please see Solicitation Section 1.12 Intent to Submit OGS Solicitation for additional information.
722	Solicitation	General		"OGS staff" said all agreements would last no longer than 36 months. Is that just for Lot 4?	See revised Solicitation Section 8.4 Expiration of Contracts; Survival of Authorized User Agreements.
724	Solicitation	General		Is there any unique identifier for Authorized Users?	Please see Appendix B, Section 2 Definitions, item b Authorized User for additional information.
726	Solicitation	General		Will this be the preferred contract over pre-existing contracts?	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts.
727	Solicitation	General		Is the RFQ required for every transaction, regardless of size?	Yes. See Solicitation Section 1.1, Overall Scope.
728	Solicitation	General		Is there a portal to manage reporting, price lists, etc?	Not at this time. See Solicitation Section 8.32 Electronic Workflow System.
731	Solicitation	General		Is there a delineation between implementation and custom services?	See revised Solicitation Section 1.7 Glossary, Implementation.
742	Solicitation	General		All network equipment will be included within this contract. All line provisioning or direct connectivity will remain currently on CTS. Please review the current solicitation, the security requirements have been clarified.	Please see revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts.
62	Solicitation	Introduction	9	If a reseller is not listed on a manufacturer's bid, does that mean they will be unable to sell that manufacturer's product throughout the State or will the State be negotiating any other separate and/or additional IT purchasing contracts?	Please refer to revised Solicitation Section 6.11, Contractor's Obligation For Reseller Participation. The Manufacturer may also add additional Resellers throughout the term of the Contract via revised Solicitation Section 5.3 Contract Updates.
53	Solicitation	Introduction	9	Will all procurement opportunities that run through this Umbrella contract have to go out for RFQ or will purchases without an RFQ be allowed? If not, then	An RFQ is required for each Authorized User transaction, regardless of size. See Solicitation Section 1.1, Overall Scope.

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				what are the parameters or thresholds in which Authorized Users will have to issue an RFQ?	
58	Solicitation	Introduction	9	Can "Vendors" assume that ALL technology purchases will be made under this the new contract? If so, does that mean that manufacturers and resellers will not have another IT purchasing vehicle throughout the State if they are not awarded this contract?	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts.
60	Solicitation	Introduction	9	Page 9 (Introduction) of the Solicitation includes a bulleted list of documents that will comprise the resulting contract. Attachments 4, 6 or 10 are missing from this list. Are these omissions intentional?	Yes. Omission of revised Attachment 4 - Verifiable Sales, Attachment 6 - Inquiry and Bid Deviation Template and Attachment 10 - Intent to Submit OGS Solicitation is intentional, as they will not become part of a final Contract.
743	Attachment 1 - Price Pages	General		Please see "Vendor's" questions on the Attached Price Pages document.	OGS respectfully declines to respond to the inquiry. Pursuant to Solicitation Section 1.13, Inquiries and Proposed Solicitation Deviations, OGS will only respond to inquiries that have been submitted using Attachment 6 - Inquiry and Bid Deviation.
744	Solicitation	1.2 Lot Overview	10	My company provides Managed Security Services for end-user network and cloud solutions. What lot do we respond to?	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary.
745	Solicitation	1.2 Lot Overview	10	We offer solutions that contain hardware, on-premise software, secure internet and hosted services. Which lot do these items fit?	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary.
746	Solicitation	1.2.3 Cloud	12	Is cloud based computer training services within scope?	It is up to the Manufacturer to determine the appropriate Lot for its Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary.
747	Solicitation	1.2 Lot Overview	10	My company offers internet based, skills training for medical specialties, Would this fall under Lot 3?	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary.
748	Solicitation	1.2.3 Cloud	12	We sell elementary school educational programs which are offered through the cloud. Do these educational products qualify?	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary. Documentation will be considered upon submission evaluation.
749	Solicitation	1.2.3 Cloud	12	Are cloud storage systems such as "X" within the scope of this Contract?	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary.
750	Solicitation	1.2.2 Hardware	11	My software needs staff such as engineers to update interfaces. How do we provide these services?	It is up to the Manufacturer to determine the appropriate Lot for their Products. Please see revised Solicitation Sections 1.2 Lot Overview and 1.7 Glossary.
751	Solicitation	General		UPS systems are already on Contract. Can I submit a proposal that includes UPS systems?	Yes.
752	Solicitation	General		My company holds a CTES contract, and we were wondering if this contract applies to us. Are you available to discuss this contract?	See revised Solicitation Section 1.5 Replacement of Existing Statewide Contracts. OGS respectfully declines the request for individual discussions. Please See Solicitation Sections 1.8 Summary of Policy on Prohibitions on Procurement Lobbying and 1.13 Inquiries and Proposed Solicitation Deviations for additional information.

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753	Solicitation	1.2 Lot Overview	10	Can we install cable through this contract?	If the Vendor is a Manufacturer of the cable (e.g. Cat5e, optical fiber, coaxial), then the Manufacturer can propose Product pricing within revised Attachment 1 - Price Pages, Lot 2 - Hardware. Installation may be proposed under Lot 2 - Hardware or Lot 4 – Implementation Services.
754	Appendix B – 22802 General Specifications	Appendix B		Vendor X currently has a contract with OGS. That contract has deviations which OGS accepted. We request OGS review and accept those terms and conditions for this Solicitation.	OGS respectfully declines to grant the request. Vendors are reminded that all questions, comments and Solicitation deviations are to be submitted using Attachment 6 - Inquiry and Bid Deviation. Vendors must provide sufficient detail within Attachment 6 for OGS to respond to. See Solicitation sections 1.13 Inquiries and Proposed Solicitation Deviations.