

Q#	RFP Document Name	Document Section (Name or number)	Question	OGS Answer
1		General	Will the awarded Contractor be required to honor the pricing structure of the current contract PT65196 for any existing active Microsoft enrollments that were entered into prior to July 1, 2013?	<p>The awarded Reseller of RFP 22722 will be required to honor the pricing structure established by Microsoft for the current contract PT65196 for renewals on active Microsoft enrollments entered into prior to July 1, 2013.</p> <p>In accordance with the terms of PT65196, the awarded Reseller of RFP 22722 will not be required to honor the discount that was established by the Reseller of the current contract PT65196 for renewals on active Microsoft enrollments entered into prior to July 1, 2013. The discount established by the awarded Reseller of RFP 22722 will be applied to the Microsoft pricing structure for renewals on active Microsoft enrollments entered into under contract PT65196.</p>
2	Attachment 4 - Technical Proposal Forms	General (Previous bid solicitation update document from 6/3/13)	In the June 3, 2013 document "Bid Solicitation Update, RFP 22709", it mentioned examples of where vendors failed on their previous responses. One such reason was omitting "attachment 4c" - we can not locate "4c" anywhere in the current or previous bid packet (your attachment 4 only has tabs for "introduction", "4a" and "4b". Can you point us to the location of 4c please?	The reference to Attachment "4c" was an error. Attachment "4c" should have been referenced as Attachment "4a". There is no Attachment "4c".
3	Attachment 4 - Technical Proposal Forms	Microsoft Certification	If this document was properly submitted with a bidder's proposal for RFP 22709, would we be able to utilize that signed document in our proposal for RFP 22722? Or will all bidders need to have this document re-executed by Microsoft?	Yes, the Microsoft Certification that was provided for RFP 22709 may be obtained from OGS and resubmitted by the Bidder with RFP 22722. A Bidder that wishes to have its original form returned may do so by: (1) arranging for pick-up; or (2) providing OGS with a self addressed postage paid envelope or a small package delivery account code for OGS to send the certification back to your company. OGS assumes no responsibility for packages that are lost, delayed or otherwise untimely received by the Bidder. It is ultimately the Bidder's responsibility to submit the required original signed Microsoft Certifications in the Bid package for RFP 22722.
4	RFP Main Document	General	Can bidders who responded to RFP 22709 request feedback from the State regarding the responsiveness and compliance of the previously submitted proposal, to allow bidders to address to areas of non-compliant in the response to RFP 22722?	Yes, a Bidder that responded to RFP 22709 may request a debriefing in accordance with Section 7.4 Bidder Debriefing of RFP 22709 by sending a request to the following mailbox: PS_SW_ITF@ogs.ny.gov. Debriefings may be conducted in person or over the phone.

5	RFP Main Document	1.5 RFP Order of Precedence and 2.5 Appendix D	Appendix D is listed as a document in the order of precedence section. We have no issues with this listed as a reference, but we would like to be clear that the terms between us and the State cannot alter the terms between Microsoft and the State, and vice versa. Would we be able to add some disclaimer language stating such?	The contract between the State and the Reseller cannot amend the contract between the State and Microsoft. There are different parties to the contracts. Further, section 4.26 of the MBA expressly provides that the reseller and other third parties do not have the authority to bind or impose any obligation or liability on Microsoft.
6	RFP Main Document	2.18 Warranty	Can we change "The Contractor shall pass through all product warranties..." to "honor all warranties?" The warranties are being provided directly by Microsoft to you; they would not need to pass through us. We will honor those warranties as the reseller.	Section 2.18 of RFP 22722 currently states "The Contractor shall honor all product warranties..."
7	RFP Main Document	Section 9. Insurance; 9.1 General Conditions; A. Conditions Applicable to Insurance	The insurance company does not provide a written endorsement on the policy regarding cancellation. Notice comes from us, not the insurer. Can we remove the requirement to have cancellation as a provision on the policy?	OGS declines to make this change.
8	RFP Main Document	Section 9. Insurance; 9.1 General Conditions; A. Conditions Applicable to Insurance	We can only provide a waiver of subrogation is permissible by law - NJ does not allow such waiver. Our insurer is licensed in NY, NY law would only apply if the work was taking place in NY. Our headquarters is not in NY. Can we waive this requirement?	In accordance with the RFP, the company issuing the insurance should be licensed or authorized to do business in NY and the coverage should comply with NY law so a waiver of subrogation can be provided. Bidder should provide alternate proposed language with the Administrative Proposal in Form Attachment #3, tab entitled "Bid Deviations".
9	RFP Main Document	Section 9. Insurance; 9.1 General Conditions; A. Conditions Applicable to Insurance; 4. Primary Coverage	Our insurance is always primary but can only be noncontributory for losses resulting from our negligence. Can we add language to that effect?	OGS will allow this waiver. Bidder should provide alternate proposed language with the Administrative Proposal Form Attachment #3, tab entitled "Bid Deviations".
10	RFP Main Document	Section 9. Insurance; 9.1 General Conditions; A. Conditions Applicable to Insurance; 5. Policy Renewal/Expiration	We cannot provide 30 days prior notice of our renewal. We can send over the new certificate as soon as it is received by our insurer. Can we waive the 30 day requirement?	OGS will waive the 30 day prior notice of renewal requirement. Bidder should provide alternate proposed language with the Administrative Proposal Form Attachment #3, tab entitled "Bid Deviations".
11	RFP Main Document	Section 9. Insurance; 9.1 General Conditions; B. Insurance Requirements; d) Crime Insurance	Previously, we asked that we remove this requirement as we cannot name the State of New York as a loss payee on this policy. We can look into adding, but the insurer is asking what your interest is in the policy. Can you please let us know?	Our interest is as the third party owner of the property. The coverage can be obtained through Third Party Fidelity Insurance.
12	Appendix B – General Specifications	27. Procurement Card	Will the State accept a dollar limit on orders placed by a procurement card?	Yes. Please see Attachment 2 for questions regarding Procurement Card transactions.

13	Appendix B – General Specifications	27. Procurement Card	The State does not specify in the bid who will be responsible for credit card transaction fees on purchases made by procurement card. Will the State accept responsibility for payment of any fees imposed by the credit card companies on these purchases?	No, credit card fees are the responsibility of the reseller.
14	Appendix B – General Specifications	72. Additional Warranties; d. Product Warranty	We are a reseller of the licenses, and therefore cannot make any additional warranties other than what the State is receiving directly from Microsoft. Is the State's intent of this clause to override what they receive from Microsoft or is it understood that the Microsoft warranty is the only product warranty granted under this RFP?	Please see section 2.18 of the RFP which states that the Contractor shall honor all product warranties, performance guarantees or other warranties set forth in the MBA. The requirements of Appendix B apply to the resulting contract between the awarded reseller and OGS for order fulfillment, but not to the functionality or use of the Microsoft licenses or on-line services. To the extent that reseller's performance under the resulting contract may involve its provision of software (such as through an order system), then the terms of Appendix B section 72 would be applicable.
15	Appendix B – General Specifications	72. Additional Warranties; f. Virus Warranty	We are not the licensor or publisher and not responsible for the software's development. We cannot knowingly make this warranty. Can we add language to the effect of "to the best of Contractor's knowledge"?	OGS declines to make this change. The requirements of Appendix B apply to the resulting contract between the awarded reseller and OGS for order fulfillment, but not to the functionality or use of the Microsoft licenses or on-line services. To the extent that reseller's performance under the resulting contract may involve its provision of software (such as through an order system), then the terms of Appendix B section 72 would be applicable.
16	Appendix B – General Specifications	75. Indemnification Relating to Third Party Rights	We are not the licensor or publisher and not responsible for the software's development. We cannot therefore indemnify the State in the event of its infringement. Can we add some language specifying this indemnification if our intellectual property infringes a third party patent/copyright?	The requirements of Appendix B apply to the resulting contract between the awarded reseller and OGS for order fulfillment, but not to the functionality or use of the Microsoft licenses or on-line services. To the extent that reseller's performance under the resulting contract may involve its provision of software (such as through an order system), then the terms of Appendix B section 72 would be applicable. Bidder can submit proposed bid deviation language using Attachment 3, tab entitled Bid Deviations.

17	Appendix B – General Specifications	78. Software License Grant	We are not the licensor or publisher and cannot legally grant license to third party software. The license is granted to the State directly by Microsoft. Can this clause be waived/removed?	The requirements of Appendix B apply to the resulting contract between the awarded reseller and OGS for order fulfillment, but not to the functionality or use of the Microsoft licenses or on-line services. To the extent that reseller's performance under the resulting contract may involve its provision of software (such as through an order system), then the terms of Appendix B section 72 would be applicable. Bidder can submit proposed bid deviation language using Attachment 3, tab entitled Bid Deviations.
18	Appendix B – General Specifications	79. Product Acceptance	We can only offer an acceptance period if Microsoft offers one. Can we add some language to the effect of "in accordance with the Microsoft acceptance period granted to the State"?	OGS declines this change. It was Microsoft's position that any acceptance period would be provided via the Reseller Agreement.
19	Appendix B – General Specifications	81. Ownership to Project Deliverables	We would like to specify that all software provided to the State under this contract is commercial software from Microsoft. Can we have some verbiage that the State is not retaining ownership?	The RFP was amended to delete the standard Appendix B section 81 language and replaced with the following: "The Contractor agrees that no development of customization work can be provided pursuant to this Contract." See RFP Section 2.3 (E) Appendix Modifications.
20	Appendix B – General Specifications	82. Proof of License	Can we receive an example of what license proof the State is looking for?	Appendix B Section 82 provides a series of options by which a contractor can establish the necessary proof of license and anticipates that the contractor will provide a proposed proof of license to OGS for approval.
21	Appendix B – General Specifications	85. No Hardstop/Passive License Monitoring	We are not the licensor or publisher and not responsible for the software development. We cannot knowingly make this warranty and are providing software as requested by the State. Is there a way to waive this requirement or add language that the Authorized User may choose software that is subscription based and may include these mechanisms?	The requirements of Appendix B apply to the resulting contract between the awarded reseller and OGS for order fulfillment, but not to the functionality or use of the Microsoft licenses or on-line services. To the extent that reseller's performance under the resulting contract may involve its provision of software (such as through an order system), then the terms of Appendix B section 85 would be applicable. Please note that Microsoft has agreed to the inclusion of Appendix B section 85 in the MBA.
22	RFP Main Document	General	The State did not include an administrative or other type of fee requirement to be paid back to the State under this RFP. Can the State confirm there is no administrative fee required for this RFP?	There is no administrative fee required for this RFP or the resultant Contract.
23	RFP Main Document	General	Should Attachment 7 be submitted with the Administrative, Technical or Cost Proposal?	Attachment 7 is not required to be submitted with the Bid. If a Bidder opts to include this form, it should be included with the Technical Proposal.

24	RFP Main Document	General	Should the Responsibility Questionnaire be submitted with Attachment 2 in the Administrative Proposal?	It is OGS's preference that the Responsibility Questionnaire be submitted and certified online via the OSC Vend Rep system (in which case a paper copy would not be required to be submitted with the Bid). If the Bidder opts to complete the questionnaire using a paper copy, a duplicate of the questionnaire that has been sent directly to OSC for certification must be submitted to OGS as part of the Administrative Proposal.
25	RFP Main Document	General	In discussions with Microsoft, it's clear that their return policies and acceptance periods differ from those in the NY RFP and Appendices A and B. As a reseller, we are bound by the publisher's policies on returns and cancellation. If awarded, would the Reseller be able to modify the return and cancellation policies so that they would override the state's standard terms and conditions in the Appendices, and are consistent with Microsoft's policies on the products?"	OGS will amend section 2.3 of the RFP to modify the duration of the initial acceptance period required under Appendix B section 79. No changes are made to Appendix A.
26	RFP Main Document	1.4	We are unable to attend the bid conference and there was not a dial-in to participate remotely; will you make Q&A from the bid conference available in the June 12 "Answers to Inquiries", please.	Yes, questions from the Pre-Bid Conference appear as Q#s 31-34 in this Q&A document.
27		General	Can OGS provide a copy of the cost proposal example used at the Pre-Bid conference?	Yes. Cost Proposal Example 1. LAR reviews their Enterprise Agreement Level D net price (LAR'S Cost) on the current Microsoft Price List 2. LAR then calculates the LAR cost <i>Example:</i> <i>Office Pro product, for NYS the Discount Level is Level D less 7.5%.</i> <i>Net Price Level D for this product is \$100.</i> <i>LAR cost is Level D minus 7.5% or \$92.50.</i> 3. LAR then applies cost plus or minus as bid (example minus 8%) <i>Continuing example: \$92.50 less 8% is \$85.10.</i>
28		General	Some of the RFP documents print really small. How can I fix this?	Please print preview before printing documents and adjust print settings accordingly.
29		General	Are copied or electronically produced (e.g. typed) signatures acceptable on the following documents? : *Signature and Acknowledgement pages (Attachment 3) *Required Certifications (Attachment 3c) *Microsoft Certification (Attachment 4b)	No. These Bid documents must contain original "pen ink" signatures where signatures are required. Copies of signatures and electronically produced signatures are not acceptable.
30	RFP Main Document	6.4.4	Is the weight assigned to the Microsoft Product Categories mentioned in Section "6.4.4 Cost Scoring" proportionate to the Historic Spend mentioned in Attachment 5 ?	No, the weight assigned is not proportionate to the Historic Spend.

31	RFP Main Document	6.4.4	Will OGS please provide the exact weight % for each of the Microsoft Product Categories?	OGS declines to provide the weights and has provided the relative importance of each category in Section 6.4.4.
32	Attachment 4 - Technical Proposal Forms	General	The cancellation letter for RFP 22709 indicated an example of bidders errors or omissions was "Attachment 4c, Technical Requirments were not included in Technical Proposal package as required". We have been unable to locate this attachment.	Please see Question and Response to Q#2 of this Q&A document.
33		General	Would the incumbent Reseller of the contract resulting from RFP #22722 be obligated to assume the predecessor's pricing that was established for contract PT65196 ?	Please see Question and Response to Q#1 of this Q&A document.
34		General	How do the Bids need to be packaged for submittal?	<p>Bids must be packaged and submitted in accordance with RFP Sections 5.3 Bid Format, 5.4 Submission of Electronic Media and 5.5 Bid Delivery Instructions.</p> <p>Important Reminders:</p> <ul style="list-style-type: none"> *Two sets of original hard copy documents and one electronic media must be submitted. *Each Administrative, Technical and Cost proposal must be placed in an envelope and sealed/labeled prior to final packaging for shipping to OGS. *The Administrative and Technical Proposals may be submitted together in one sealed envelope. *Cost Proposals must be sealed in a separate envelope from the Administrative and Technical proposals.