No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
1	Appendix B	9	3	(Proposed deviations continued) Section 9 (Confidential/Trade Secret Materials) is applicable only to the bid submission and not the resulting contract. Vendor proposes the following mutual nondisclosure: a. As used in this Section, “Disclosing Party” means the State or an Authorized User when disclosing its Confidential Information (defined below) to the Contractor, or the Contractor when disclosing its Confidential Information to the State or an Authorized User, and “Receiving Party” means the State or an Authorized User when receiving disclosure of Confidential Information from the Contractor, or the Contractor when receiving disclosure of Confidential Information from the State or an Authorized User. “Confidential Information” means all confidential information disclosed by a party (the “Disclosing Party”) to the other party (the “Receiving Party”) after the effective date of this Contract including, without limitation, information relating to the Disclosing Party’s operations, processes, plans or intentions, know-how, design rights, trade secrets or business affairs. Confidential Information shall be clearly marked as “confidential,” “proprietary,” “restricted” or some similar designation. Except as provided in this Contract and specifically in clause 14(d) hereunder, the Receiving Party further agrees that any Confidential Information obtained by the Receiving Party from the Disclosing Party, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the Disclosing Party hereunder, will not be divulged to any third parties. The State and the Authorized User acknowledge that the Source Code to the Licensed Software and the Documentation are Confidential Information of Contractor. b. The Receiving Party: i. may not use any Confidential Information for any purpose other than in accordance with, and in the performance of, its obligations under this Contract; ii. may not disclose any Confidential Information to any person except with the prior written consent of the Disclosing Party or in accordance with Clause 14(d); and iii. shall make every reasonable effort to prevent the use or disclosure, other than as expressly permitted herein, of Confidential Information.	Please see amended Appendix B Section 9 Confidential/Trade Secret Materials.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
				(Inquiry #1 Continued) c. The Receiving Party may disclose information which would otherwise be Confidential Information if and to the extent that: i. it is required by law (such as the New York State Freedom of Information Law); ii. the information has come into the public domain, otherwise than through (a) a breach of this Clause by the Receiving Party, (b) a third party's breach of any duty of confidentiality owed to the Disclosing Party of which the Receiving Party was aware, or (c) a violation of law; iii. it was in the Receiving Party's lawful possession prior to the disclosure and had not been obtained by the Receiving Party either directly or indirectly from the Disclosing Party; iv. it is required by existing contractual obligations of which the Disclosing Party is aware; v. it is independently developed by the Receiving Party without reliance on the Confidential Information; vi. it is required by any securities exchange or regulatory or governmental body to which it is subject or by judicial process; vii. it is otherwise obtained under the Freedom of Information Law or other applicable New York State laws or regulations; or (Inquiry #1 Continued) viii. the disclosure is to its professional advisers, auditors or banker; or to any of its directors, other officers, employees and sub-contractors (a "Recipient") to the extent that disclosure is reasonably necessary for the purposes of this Contract.	

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
2	Appendix B	17	5	(Proposed deviations continued) Section 17 (Pricing) is not generally applicable to a consulting agreement. Vendor proposes only the following: a.Lower Prices or Better Terms Contractor may offer lower prices or better terms (see Modification of Contract Terms) on any specific Purchase Order(s) from any Authorized User. Such offer shall have no effect on any other terms of this Contract. b. Best and Final Prices As specified in the Bid Documents and Contract, a Contractor may be solicited at the time of issuance of a Purchase Order for best and final pricing for the Service to be delivered to the Authorized User. Contractors are encouraged to reduce their pricing upon receipt of such request.	OGS declines the requested amendment.
3	Appendix B	17. Pricing: Best Pricing Offer:		Section 17 G (i) and (ii) GSA and Commercial Price List Changes: As notification of contract or vendor changes are not be communicated to the Contractor, the Contractor would request that once notified by the State of any applicable price changes to standard contracts; that Contractor has 3 months to evaluate and make the required changes and that that there is no retroactive treatment. If prices changes are not acceptable Contractor would request removal of the product from NYS.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
4	Appendix B	17.f		Best Pricing Offer states: "During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price." This requirement does not take into consideration the geographic location of the federal, state or local government entity. For example, prices in Ohio will be substantially lower from those in New York given the fact that wages are lower in Ohio. We request the following revision to the existing language: "During the Contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity within the same geographic location, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price."	OGS declines the requested amendment.
5	Appendix B	17.f - Best Pricing Offer	4	Will NYS OGS Remove this "Best Pricing Offer" altogether or at a minimum add the following to the beginning of the sentence: "Except for cases where the Contractor's prices are based upon GSA…."?	OGS declines this request.
6	Appendix B	17.f Best Pricing Offer	5	Please confirm that 17.f of Appendix B is limited to comparison with other centralized contracts available to federal, state and local customers in the State of New York.	No, this is not limited to comparison to other "centralized" contracts. The language provides that the comparisons shall be made to those Contracts with "same or similar terms and conditions".
7	Appendix B	17.f Best Pricing Offer	5	Please confirm that 17.f of Appendix B only applies where an Authorized User determines that the vendor offers a lower price on a contract of similar scope and terms..	No. Please see the language of the clause for details about when it applies.
8	Appendix B	17.f Best Pricing Offer	5	Please confirm that for Section 17.f of Appendix B that a contract amendment will be issued in order to memorialize any change in price.	No, a Contract amendment is not necessary. Please refer to Solicitation Section 5.21 - Price Adjustments for OGS Centralized Contracts or Appendix C - Contract Modification Procedure.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
9	Appendix B	17.f Best Pricing Offer	5	Please confirm that 17.f of Appendix B applies only to other non-guaranteed service amount contracts of similar scope and terms.	No. Please review the language of the clause which provides that comparisons shall be made to those contracts with "same or similar" terms.
10	Appendix B	17.f Best Pricing Offer 17.g Specific Price Decreases	5	Please confirm that pricing reasonableness, as demonstrated by the pricing on the vendor's GSA schedule, will demonstrate the vendor's compliance with Section 17.f and 17.g of Appendix B.	No. Please review the language of the clause which provides that comparisons shall be made to those contracts with "same or similar" terms.
11	Appendix B	17.g.ii - Commercial Price List reductions	4	Many Contractors hold price lists with scores of thousands of products and services. When a price is changed, it is not immediately passed to existing customers. Will NYS OGS change this language to read "Where NYS Net Prices area based on a discount from Contractor's list prices, price decreases shall take effect within a reasonable period of time after said decrease, during the Contract term and apply to Purchase Orders submitted on or after the date Contractor lowers its pricing to its customers generally or to similarly situated government customers during the Contract term: or"?	OGS declines the requested amendment.
12	Appendix B	17.g.iii - Special Offers/Promotions Generally e and 17.g.iv - Special Offers/Promotions to Authorized Users	4	Given the State's proposed contract is an Indefinite Delivery/Indefinite Quantity (IDIQ) based on a quantity of "one," Contractor respectfully requests the deletion of this clause. As written the definition of similarly situated is vague and ambiguous and Authorized User quantities are unknown.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
13	Appendix B	2	1 thru 2	As the State of New York negotiated and agreed to amend the following provisions in PTXXXXX, Vendor requests the following amendments: A. Vendor requests that Section 2 (Definitions), specifically the provisions identified below be amended as follows: b. AUTHORIZED USER(S) Agencies, or any other entity authorized by the laws of the State of New York to participate in NYS centralized contracts (including but not limited to political subdivisions, public authorities, public benefit corporations and certain other entities set forth in law), or the State of New York acting on behalf of one or more such Agencies or other entities, provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. g. DOCUMENTATION Refers to the Program User manual(s) and the Program installation manual(s). j. ENTERPRISE LICENSE is not applicable to a consulting agreement. This type of language is appropriate for commercial-off-the-shelf software procurement vehicles with software manufacturers. k. ERROR CORRECTIONS is not applicable to a consulting agreement. This type of language is appropriate for commercial-off-the-shelf software procurement vehicles with software manufacturers. n. LICENSED SOFTWARE or PROGRAMS is not applicable to a consulting agreement. This type of language is appropriate for commercial-off-the-shelf software procurement vehicles with software manufacturers. dd. SOURCE CODE The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.	OGS declines to make the requested amendments and deletions. These terms are relevant to the Authorized User Agreement, which could include customized software development.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
14	Appendix B	2(d)(4); 2(m); 2(w); 2(aa); 2(cc); 4; 5; 6; 10; 14; 15; 21; 23; 24; 25; 26; 35; 36; 37; 38; 39; 40; 41; 54; 64; 65; 67; 69; 70; 71; 72; 73.	1, 2, 3, 5, 6, 10, 12, 13, 14.	NYS OGS has deleted entire contract clauses in Appendix B, but has left in the document the titles to the following deleted clauses: 2(d)(4); 2(m); 2(w); 2(aa); 2(cc); 4; 5; 6; 10; 14; 15; 21; 23; 24; 25; 26; 35; 36; 37; 38; 39; 40; 41; 54; 64; 65; 67; 69; 70; 71; 72; 73. Shouldn't the titles to these deleted clauses also be deleted?	Yes, OGS has deleted the titles.
15	Appendix B	2. Definitions	1, 2	If this procurement is exclusively for Consulting Services, why does Appendix B still contain Software License term definitions?	This clause may apply to an Authorized User transaction, which could involve the development of customized software.
16	Appendix B	28 Modification of Contract Terms	8	It appears that the changes to Appendix B relative to Contract modifications remove all ability for the Authorized User to introduce any contract changes in the mini-bid other than pricing, payment terms, or delivery terms. Due the varied nature of projects, in the event that additional terms are appropriate for a given project, how will they be handled? We respectfully request that the solicitation continue to include a provision for additional terms in any specific mini-bid.	Please see amended Attachment 5 - Mini-Bid Template, Section 3.3 - Additional Terms and Conditions and Attachment 6 - How to Use this Contract, Section 1.4 - Contract Terms and Conditions and 1.5 - Additional Contractor Terms and Conditions Within An Authorized User Agreement.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
17	Appendix B	42	9	(Proposed deviations continued) Section 42 (Employees, Subcontractors & Agents) is replaced iwith the following language: At the Authorized User's request, Contractor shall provide the Authorized User with the resumes of all Contractor's employees, consultants, and subcontractors who shall perform Services at the Authorized User's site under this Contract. The Authorized User shall have the right to conduct interviews, unless otherwise agreed to by the parties, of all such employees, consultants, or subcontractors provided such interview occurs before the commencement of Services by the relevant employees, consultants or subcontractors. The Authorized User shall have the right to reject assignment of any Contractor employee, consultant, or subcontractor to a particular Service by providing the Contractor a reasonable and non-discriminatory basis for such rejection. This paragraph shall not apply to the provision of Technical Support Services.	OGS declines the requested amendment. Please see Solicitation Section 1.3 - Out-of-Scope Work for a list of excluded service offerings.
18	Appendix B	43	9	(Proposed deviations continued) Section 43 (Assignment) is hereby amended by deleting the first paragraph of this section.	OGS declines the requested amendment.
19	Appendix B	47	10	(Proposed deviations continued) Section 47 (Termination): the following sentence is added as the first unnumbered paragraph to: "With respect to the rights of termination set forth in this Contract, (a) only OGS may exercise these rights as to the Contract and/or any Order Form(s) it signs and (b) any other Authorized User may exercise any applicable rights of termination only with respect to its individual order(s)."	OGS declines the requested amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
20	Appendix B	47	10	(Proposed deviations continued) Section 47 (Termination): the following sentence is added to the end of paragraphs (a), (c), (d) and (e): "If the Contract is terminated pursuant to this subdivision, the Authorized User shall remain liable for all accrued but unpaid fees and charges incurred through the date of the termination."	OGS declines this request.
21	Appendix B	47 b) Termination for Convenience	11	The revisions to this section make it unclear as to the State's responsibilities to pay for work in progress but not yet complete. Since this type of termination is for no fault of the Contractor, can the State please clarify that some equitable adjustment will be made for Deliverables in progress, provided that the Contractor deliver the in-progress work to the State?	Appendix B Section 47 b) Termination for Convenience sets forth two distinct termination provisions. The first paragraph sets forth the rights of OGS to terminate the centralized contract. The last sentence of the first paragraph addresses the equitable payment by the Authorized User. The second paragraph sets forth the rights of the Authorized User to terminate an Authorized User Agreement. It provides in pertinent part that "[i]f the Authorized User Agreement is terminated pursuant to this subdivision, the Authorized User shall remain liable for all completed and accepted deliverables but unpaid through the date of termination."
22	Appendix B	47.a - Termination for Cause	7	Contractor respectfully requests that a “for cause” termination be for a “material” breach of the contract. Please insert the word “material” before the word “requirements or qualifications” in the first sentence.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
23	Appendix B	47.b - Termination for Convenience	7	Contractor requests that NYS OGS change this clause to be mutual in that either party, Contractor or Authorized User may terminate a contract for convenience. We also request that OGS change the last paragraph to read: "Termination does not release either Party from any liability which, at the time of such termination, had already accrued to the other Party or which is attributable to a period prior to such termination, nor preclude either Party from pursuing any rights or remedies it may have under law or in equity with respect to any breach of the Transaction. Upon termination for any reason, Authorized User shall pay Contractor any committed fees and expenses under the applicable Transaction whether due before or after the date of termination which shall become immediately due and payable to Contractor such termination. All fees are non-cancellable and non-refundable unless a pro rated refund applies as provided in the applicable transaction document or order."	OGS declines these requests.
24	Appendix B	48	page 10	(Proposed deviations continued) Section 48 (Savings/Force Majeure), the second to the last paragraph commencing with "Notwithstanding" is replaced with the following language: If such event continues for more than 90 days, either party may cancel unperformed Services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or the Authorized User's obligation to pay for License Software delivered or Services provided.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
25	Appendix B	49	page 11	(Proposed deviations continued) Section 49 (Contract Invoicing) replaced in its entirety with the following language: Contractor (and the distributors/resellers designated by the Contractor, if any) shall provide billing invoices to each Authorized User in order to receive payment. The State Comptroller shall render payment for purchases by State Agencies, and such payment shall be made in accordance with this Contract. Payment of Contract purchases made by Authorized Users other than State Agencies shall be billed directly by Contractor on invoices/vouchers. Submission of an invoice and payment thereof shall not preclude the Commissioner from reimbursement or demanding a price adjustment where the billing was inaccurate. Contractor shall provide, upon request of the Commissioner, the information reasonably necessary to verify the accuracy of the billings. Such information shall be provided in the format reasonably requested by the Commissioner and in a media commercially available from the Contractor. The Commissioner may direct the Contractor to provide the information to the State Comptroller or to any Authorized User of the Contract.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
26	Appendix B	50(b)	page 11	(Proposed deviations continued) Section 50(b) (Default - Authorized User) is replaced with the following language: b. Failure to Make Payment. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered and accepted, and invoiced as set forth herein, within thirty (30) days of such delivery and acceptance, (unless otherwise provided by the appropriate governing law) the Contractor may, upon 10 days advance written notice to both the Commissioner and the Authorized User's purchasing official, suspend additional shipments of Licensed Software or provision of Services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future Contract payments. If the breach is for the failure to pay for Licensed Software and the breach continues unabated, upon written notice of termination, the Contractor may terminate the Authorized User's license for the unpaid-for Licensed Software.	OGS declines this request.
27	Appendix B	52	page 12	(Proposed deviations continued) M. Section 52 (Remedies for Breach) is hereby replaced in its entirety with the following language: 52. REMEDIES FOR BREACH It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law, except where expressly limited in this Contract: a. Cover/Substitute Performance In the event of Contractor's material breach that has not been cured within thirty (30) days following Contractor's receipt of written notice of the material breach, the Commissioner may, with or without formally Bidding: (i) Purchase from other sources; or (ii) if the Commissioner is unsuccessful after making reasonable attempts, under the circumstances then existing, to timely obtain acceptable service or acquire replacement Product of equal or comparable quality, the Commissioner may acquire acceptable replacement Product of lesser or greater quality. Such purchases may, in the discretion of the Commissioner, be deducted from the Contract quantity and payments due Contractor.	OGS declines this amendment.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
				(Inquiry # 27 Continued) b. Withhold Payment In any case where a reasonable question of material non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Commissioner. c. Bankruptcy In the event that the Contractor files a petition under the U.S. Bankruptcy Code during the term of this Centralized Contract, Authorized Users may, at their discretion, make application to exercise its right to set-off against monies due the Debtor or, under the Doctrine of Recoupment, credit the Authorized User the amounts owed by the Contractor arising out of the same transactions. d. Reimbursement of Costs Incurred The Contractor agrees to reimburse the Authorized User promptly for any and all additional costs incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the price charged under this Contract, the Contractor shall have no claim to the difference. e. Deduction/Credit Sums due as a result of these remedies may be deducted or offset by the Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Commissioner reserves the right to determine the disposition of any rebates, settlements, restitution, damages, etc., which arise from the administration of the Contract.	
28	Appendix B	53	page 12	(Proposed deviations continued) Section 53 (Assignment of Claim) replaced in its entirety with the following language: "Contractor may determine, in its discretion, to assign to the State its claims for overcharges associated with this Contract which may arise under the antitrust laws of the United States, 15 USC §1, et. seq. and the antitrust laws of the State of New York, General Business Law §340, et. seq."	OGS declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
29	Appendix B	56	page 12	(Proposed deviations continued) Section 56 (Security) replaced in its entirety with the following language: "In performing this Contract, Contractor warrants, covenants and represents that it will comply fully with the Authorized User(s)' rules, procedures and protocols ("Procedures"), including but not limited to physical, facility, documentary, information security and cyber security, provided that such Procedures do not violate any state, local or federal law. Authorized User shall indicate if there are any applicable Procedures on the Contractor's Order Form set forth in this Contract. An Order Form shall not be deemed complete unless the Authorized User completes the section entitled "Security Issues." The Authorized User shall make available the relevant Procedures and Contractor shall be responsible for distributing to its representatives and assessing and ensuring compliance. If any part of the Procedures should violate Contractor's Code of Ethics and Business Conduct or Contractor is otherwise unable to comply, Contractor shall notify the Authorized User in writing. The Authorized User shall be responsible for acquiring the necessary approvals for the waiver from the entity that issued the Procedure. The Contractor and the State agree that the Procedures do not modify or amend the other terms and conditions of the Contract.	OGS declines the requested changes. Please see Attachment 5 - Mini-Bid Template and Attachment 6 - How to Use This Contract for the detailed ordering information.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
30	Appendix B	59	12 thru 13	(Proposed deviations continued) Section 59 (Warranties) replaced in its entirety with the following language: a. Services Warranty Contractor warrants that the Services will be provided in a professional manner in accordance with industry standards. The Authorized User must notify Contractor of any Services warranty deficiencies within ninety (90) days from performance of the Services that gave rise to the warranty claim. b. Survival of Warranties All warranties contained in this Contract, which have not expired by their terms, shall survive the termination of this Contract. c. NO IMPLIED WARRANTIES: 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. d. FOR ANY BREACH OF THE ABOVE WARRANTY, THE AUTHORIZED USER'S EXCLUSIVE WARRANTY REMEDY, AND THE CONTRACTOR'S ENTIRE WARRANTY LIABILITY, SHALL BE: THE REPERFORMANCE OF THE DEFICIENT SERVICES, OR IF THE CONTRACTOR CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE TIME AND MANNER, THE AUTHORIZED USER MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO THE CONTRACTOR FOR THE DEFICIENT SERVICES.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
31	Appendix B	59	10	"Warranties"; (a) Product Performance states: " If Products acquired by the Authorized User include software application development, software application customization, software programming, software integration or similar items ("Software Deliverables") then such Software Deliverables must be free from defects in material and workmanship and will conform with all requirements of the Contract and the Authorized User Agreement for the warranty period of one (1) year from the date of acceptance ("Project warranty period")." The (1) year warranty conflicts with the warranty in paragraph (g) Workmanship Warranty, where the Authorized User must notify Contractor of any services warranty deficiencies within (90) ninety calendar days from performance of the services that gave rise to the warranty claim. A warranty period of (90) ninety calendar days is more reasonable for services and deliverables than the (1) year warranty term. Therefore, we respectfully request that the (1) year warranty period in paragraph (a) be revised to match the (90) day warranty in paragraph (g).	OGS disagrees that there is a conflict and declines the requested amendment.
32	Appendix B	59. - Warranties	10, 11	Contractor respectfully requests that NYS OGS delete subparagraphs a through f. If this is a Services contract, why does the State include product, customized software, IP infringement of products that should not be procured hereunder.	OGS declines this request, as this may apply to software development under an Authorized User's transaction.
33	Appendix B	59.g. - Workmanship Warranty	11	Contractor respectfully requests that NYS OGS change paragraph g. "Workmanship Warranty" from ninety (90) days notification to thirty (30) days.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
34	Appendix B	61	14	(Proposed deviations continued) Section 61 (Indemnification) is hereby replaced in its entirety with the following language: The Contractor shall be fully liable for any act or omission of the Contractor, its employees, Subcontractors and agents, and shall fully indemnify and hold harmless the Authorized User and State from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or tangible personal property caused by fault or negligence of Contractor, its employees, Subcontractors or agents arising from the Contractor's performance of this Contract, without limitation; provided, however, that the Contractor shall not be obligated to indemnify the Authorized User or State for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Authorized User or State or the acts of third parties, other than those provided by the Contractor to perform under the Contract. In connection with the foregoing, the State shall give Contractor: (i) prompt written notice of any action, claim or threat of suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. This paragraph does not apply to any claims arising from damage to "intangible personal property," which includes documentation, software, data or data files that are in electronic format.	OGS declines the requested changes.
35	Appendix B	61. - Indemnification	11, 12	Contractor requests this clause be changed to a version that will more readily be accepted by the industry and still protect the State and its Authorized Users to read: "Contractor shall indemnify the Authorized User against all damages, fees, (including reasonable attorney's fees) fines, judgments and costs and expenses finally awarded as a result of a third party action alleging a bodily injury or death which arises under the Agreement, provided that such liabilities are the proximate result of gross negligence or intentional tortious conduct on the part of Contractor."	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
36	Appendix B	62	12	(Proposed deviations continued) Section 62 (Indemnification Relating to Third Party Rights) replaced in its entirety with the following language: " The Contractor will also indemnify and hold the Authorized Users harmless from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs that may be finally assessed against the Authorized User in any action for infringement of a United States Letter Patent, or of any copyright, trademark, trade secret or other third party proprietary right based upon Materials provided to the Authorized User by Contractor and except to the extent such claims arise from the Authorized User's negligence or willful misconduct, provided that the Authorized User shall give Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, no later than 30 days after it receives notice of the claim (or sooner if required by law) (ii) sole control to settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. The State and the Authorized User reserve the right to join such action, at its sole expense, when it determines there is an issue involving a significant public interest. If usage shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion: (i) to procure for the Authorized User the right to continue Usage (ii) to modify the material so that usage becomes non-infringing, while preserving its utility or functionality, or if these alternatives are not commercially reasonable, the Contractor may terminate the license for, and require return of, the Material and refund any fees the State may have paid for it. The Contractor will not indemnify the Authorized User if it alters the Material or uses it outside the scope of use identified in the Contractor's user Documentation or if the Authorized User uses a version of the Materials which has been superseded, to the extent the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Authorized User and the Authorized User either has actual knowledge or is notified by the Contractor to use such version due to a potential or existing infringement claim; any such notice will be in writing or, for any software licensed under this Contract, may be posted at the Contractor's customer support web site or included with a software update.	OGS declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
				(Inquiry #36 Continued) The Contractor will not indemnify the Authorized User to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Contractor. The Contractor will not indemnify the Authorized User to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Contractor except where such combinations are expressly specified by the Contractor in the Documentation. Contractor will not indemnify the Authorized User for infringement caused by its actions against any third party if the Contractor program(s) as delivered to theAuthorized User and used in accordance with the terms of this Contract would not otherwise infringe any third party intellectual property rights. In the event that an action at law or in equity is commenced against the Authorized User arising out of a claim that the Authorized User's use of the Material under the Contract infringes any patent, copyright or proprietary right, and Contractor is of the opinion that the allegations in such action in whole or in part are not covered by the indemnification and defense provisions set forth in the Contract, Contractor shall promptly notify the Authorized User and the Office of the Attorney General in writing and shall specify to what extent Contractor believes it is obligated to defend and indemnify under the terms and conditions of the Contract. Contractor shall in such event attempt to secure a continuance to permit the State and the Authorized User to appear and defend its interests in cooperation with Contractor, as is appropriate, including any jurisdictional defenses the State and Authorized User may have. This constitutes the State's and the Authorized User's sole and exclusive remedy for any infringement claims or damages.	
37	Appendix B	62. - Indemnification Relating to Infringement	12	1) Are products being procured through a resultant contract? 2) If yes, please add the following to the first paragraph, at the end of the last sentence "or c) if the alleged infringement is a result of use of the Contractor Offerings in combination with any third Party product."	1) Please see Appendix B Section 2 - Definitions for the definition of Product. Here the term references any deliverable under an Authorized User Agreement. 2) OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
38	Appendix B	63	14	(Proposed deviations continued) Section 63 (Limitation of Liability) replaced in its entirety with the following language: "Except as otherwise set forth in the Indemnification Paragraphs above, the limit of liability shall be as follows: a. Contractor's liability for any damages arising out of, or related to this Contract, whether in contract, tort or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Services, or parts thereof forming the basis of the Authorized User's claim, (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars ($1,000,000), whichever is greater. b. Notwithstanding the above, neither the Contractor nor the Authorized User shall be liable for any consequential, indirect, incidental, punitive or special damages of any kind, including, without limitation, damages resulting from loss of use or loss of profit by the Authorized User, the Contractor, or by others."	OGS declines the requested amendment.
39	Appendix B	63. Limitation of Liability:		Contractor would request that the LOL cap be limited to no more than the lessor of $100K or the amount spent in the preceding 12 months	The resulting centralized contracts shall include standardized provisions as set forth in Appendix B. OGS declines the requested change.
40	Appendix B	66	17	(Proposed deviations continued) Section 66 (Product Acceptance) is largely not applicable to a Consulting Agreement. The parties will agree to acceptance criteria with respect to consulting state of work, as may be applicable.	Please see the first sentence of Appendix B Section 66 - Product Acceptance that provides the language applies only if the Authorized User and Contractor have not agreed to alternative Product Acceptance language.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
41	Appendix B	66	13	"Product Acceptance" states: "Unless otherwise provided by mutual agreement of the Authorized User and the Contractor in the Authorized User Agreement, Authorized User(s) shall have sixty (60) days from the date of delivery to accept all Product." After having invested in resources' time, the Contractor must wait two (2) months before getting paid for the Product provided that the Authorized User will accept the Product. A shorter acceptance period will allow the Contractor the opportunity to correct deficiencies and resubmit the corrected Product more quickly to the Authorized User. Therefore, we request that the (60) day acceptance period be revised to (20) business days.	OGS declines the requested amendment. As noted in the quoted sentence, this clause applies only if the Authorized User and Contractor have not developed an Alternative Product Acceptance process.
42	Appendix B	66. - Product Acceptance	13	Contractor respectfully requests that NYS OGS remove this section from Appendix B as Contractor is only providing Services hereunder.	OGS declines this request.
43	Appendix B	68	18	(Proposed deviations continued) Section 68 (Ownership/Title to Services Deliverables) replaced in its entirety with the following language: A. Services generally. Upon payment for Services, the Authorized User will have a perpetual, non-exclusive, non-assignable, royalty free license to use for its internal business operations, anything developed by the Contractor and delivered to the Authorized User. The Authorized User may allow its agents and contractors to use the deliverables for such purpose and the Authorized User is responsible for their compliance with this Contract and the Order Form. The Contractor retains ownership and all intellectual property rights to anything developed by it and delivered by it under the applicable Order Form resulting from the Services.	OGS declines the requested amendment. However, please see the amended Appendix B Section 68 Ownership/Title to Project Deliverables.
44	Appendix B	68. - Ownership/Title to Project Deliverables	13, 14	Contractor respectfully requests that NYS OGS remove this section from Appendix B as Contractor is only providing Services hereunder. If this paragraph remains, please strike in its entirety subparagraph 3. "Other."	OGS declines these requests. However, please see the amended Appendix B Section 68 Ownership/Title to Project Deliverables.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
45	Appendix B	69	19	(Proposed deviations continued) Section 69 (Proof of License) is not applicable to this consulting agreement. Any software licenses would be procured under a different vehicle.	Section 69 in Appendix B was deleted/reserved. Please refer to Solicitation Section 1.2 - In Scope Projects.
46	Appendix B	71	19	(Proposed deviations continued) Section 71 (Changes to Product or Service Offerings) is not applicable to a consulting agreement. This type of language is appropriate for commercial-off-the-shelf software procurement vehicles	Section 71 in Appendix B was deleted/reserved.
47	Appendix B	72	19	(Proposed deviations continued) Section 72 (No Hardstop/Passive License Monitoring) is not applicable to a consulting agreement. This type of language is appropriate for commercial-off-the-shelf software procurement vehicles with software manufacturers.	Section 72 in Appendix B was deleted/reserved.
48	Appendix B	73	19	(Proposed deviations continued) Section 73 (Source Code Escrow) is not applicable to a consulting agreement. This type of language is appropriate for commercial-off-the-shelf software procurement vehicles with software manufacturers.	Section 73 in Appendix B was deleted/reserved.
49	Appendix B	Appendix B General Specifications - 52. Remedies for Breach	13	In section 52. Remedies for Breach delete “including reasonable attorneys’ fees” (in line 9).	OGS declines this change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
50	Appendix B	Appendix B General Specifications - 9. Confidential/Trade Secret Materials	4	In Appendix B General Specifications, under 9. Confidential/Trade Secret Materials, subsection b. Commissioner or Authorized User, after “its agents,” insert “affiliates” and at the end of the first sentence insert: “other than subcontractors and vendors, unless disclosure is required by law, legal process, or applicable professional standards. If disclosure is required by law, legal process, or applicable professional standards, Contractor shall provide advance notification to the State. “ We understand that OGS is requiring us to perform all work within the United States and and will comply with this requirement. However, Contractor has administrative systems (e.g., ERP, e-mail, etc.) that are either housed or backed-up offshore. Thus, some administrative information related to projects will use these company internal systems. We are requesting this clarificatino to allow companies to use their internal administrative systems as is. To reiterate, all project work will be performed onshore.	Please see Solicitation Section 5.8.4 - Location of Services Performed which states that "All services provided under the resultant Contract(s) and as requested in any Authorized User Agreement shall only be performed within the continental United States. There shall be no exceptions proposed by a vendor or considered by an Authorized User under the resultant OGS centralized contract and contract process."
51	Appendix B	Appendix B General Specifications -61. Indemnification		In section 61. Indemnification, delete “solely” in the first paragraph and in the last paragraph insert the following at the end: “, pending and subject to a determination by the court”.	OGS declines this change.
52	Appendix B	Appendix B General Specifications -62. Indemnification Relating to Third Party Rights	15	In section 62. Indemnification Relating to Third Party Rights, insert the following at the end of “a)”: ” , or by reason of the use of the Products other than for the purposes for which they were delivered or other than in accordance with the instructions and documentation supplied by Contractor”.	OGS declines this change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
53	Appendix B	Appendix B, Section 59 (a), Fourth Paragraph		We do not provide warranties of non-infringement, even for non-patent rights. If this is required, would the State add that the sole and exclusive remedy for breach is indemnity (where it applies)?	OGS declines this request. See also the last sentence of Appendix B Section 62 Indemnification Relating To Infringement for the offered exclusive remedy regarding indemnification relating to infringement.
54	Appendix B	Appendix B, Section 59 (c):		We are not clear on what is meant by "deliverables" as it relates to software. Can we assume that software development is not contemplated in this RFP?	No, that is an incorrect assumption. Please refer to Solicitation Section 1.2 In-Scope Projects.
55	Appendix B	Appendix B, Section 61: INDEMNIFICATION:		Would the State be amendable to adding the emphasized language below with regard to damages and attorneys fees? "Contractor shall be fully liable for the actions of its agents, employees, partners or Subcontractors and shall fully defend, indemnify and hold harmless the Authorized Users from suits, actions, damages and costs of every name and description finally awarded against the Authorized Users or amount agreed upon by Vendor in settlement relating to personal injury and damage to real or personal tangible property…	OGS declines this request.
56	Appendix B	Appendix B,Section 59 (a), Third Paragraph:		Usually professional services that we provide do not involve development of software/IP. As such, we do not typically give such a warranty because "free from defects in material and workmanship" is a high/unreasonable standard. 1) What does "material" refer to? 2)The disk on which the software sits? 3) Would the State consider adding "material" to modify "defect"?	1) Recognizing that there is a very broad range of possible deliverables under the resulting contracts, language has been selected to address all the possible deliverables. In this instance, the term "material" refers to the physical manifestation of the Product delivered. 2) A disc on which software is presented is one type of possible material. See Appendix B Section 2 Definitions for the definition of "Product." 3) OGS declines this request.
57	Appendix B	Appendix B,Section 68 Ownership		Language regarding ownership of software and custom products seems superfluous since RFP relates to professional services. 1) Do we have a specific custom product in mind? 2) If not, would the State consider removing this Section?	Please refer to Appendix B Section 68 Ownership/Title to Project Deliverables. 1) The State does not have a specific customized product in mind. 2) OGS declines the request to remove Appendix B Section 68.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
58	Appendix B	Clarification for TAX Section 11		Although NYS OGS is a state agency currently exempt from many taxes, depending upon the services in-scope and where the services are provided the State may not be exempt from all taxes and surcharges. Additionally, the applicability of taxes and surcharges frequently changes. Therefore, standard language must be included in the contract to ensure that Vendor has the contractual right to invoice taxes in compliance with applicable law and Vendor's existing systems and procedures.	Appendix B Section 11 Taxes does not state that the State is exempt from any and all taxes and surcharges. It states that the State is exempt from a specific subset of taxes… "New York State and local sales taxes and, with certain exceptions, federal excise taxes…" Please refer to Solicitation Section 1.3 - Out-of-Scope Work.
59	Appendix B	General Specifications	1' - 17	Vendor is prepared to accept the terms and conditions in Appendix B as a starting point of negotiations, subject to specific exceptions and modifications to be negotiated and agreed by the parties in the process of contract formation. Vendor is prepared to work in good faith to finalize any future agreement as expeditiously as possible, but any future agreement is subject to negotiations and agreement of the parties	As stated in Solicitation Section 1.1 - Overview and Purpose of This Solicitation and in the First Round Inquiry Response, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2 - Inquiries and Proposed Bid Deviations for further details on process and restrictions.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
60	Appendix B	Generally	N/A	"Vendor respectfully requests that the State of New York consider these proposed deviations and clarifications, as previously negotiated and agreed upon by the State of New York and Vendor. Please note that Vendor understands and agrees that, upon award Solicitation # 22772 - Project Based Information Technology Consulting Services (Statewide), Vendor and the State of New York will enter into a new agreement. Vendor requests that the following provisions be deleted from Appendix B as not applicable: 4. Bid Opening 7. Bid Contents 8. Extraneous Terms 10. Drawings 19. Sites Inspections 22. Bid Evaluation 29. Scope Changes 34. Weekend and Holiday Deliveries 45. Performance/Bid Bond	In response to your request for Appendix B revisions, please see the following list: 4. Bid Opening - This clause was already deleted. 7. Bid Contents - OGS declines to delete this language. 8. Extraneous Terms - OGS declines to delete this language. 10. Drawings -OGS declines to delete this language (NB; reference should be to 18) 19. Sites Inspections - OGS declines to delete this language. 22. Bid Evaluation - OGS declines to delete this language. 29. Scope Changes - OGS declines to delete this language. 34. Weekend and Holiday Deliveries - OGS declines to delete this language. 45. Performance/Bid Bond - Please see Solicitation section 5.22 whereby the decision is made that there are no bonds required for the Contract.
61	Appendix B	Section 2(t)	2	Based on the State's response to Question # 63 in the last round, can the definition of Product specifically include the defined term "Deliverable" instead of the lowercase version currently used?	Please see amended Appendix B Section 2 Definitions.
62	Appendix B	Section 48 - Savings/Force Majeure (a)	12	Under subsection a, the State wants the ability to deduct the amount purchased from another source during a Force Majeure event from the total Contract quantity. We feel this is inappropriate because this is also a remedy for breach under Section 52. Force Majeure clauses aren't intended to penalize vendors for something out of their control. We request that while the State may purchase elsewhere under a Force Majeure event, that it not be deducted from the total quantity.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
63	Appendix B	Section 48 - Savings/Force Majeure (a)	12	Under subsection b, the State requests to have first access to Products after a Force Majeure event is over. Contractor cannot guarantee first access, so we request to add the term "commercially reasonable efforts" to provide Authorized Users with access.	Please see amended Appendix B Section 48 Savings/Force Majeure.
64	Appendix B	Section 61 - Indemnificatio n	16	While we acknowledge the State has addressed this question in the last round, we're asking the State to reconsider. We're requesting to remove "solely" from the third paragraph and replace with "to the extent arising from…" Otherwise, we could be in a situation of comparative negligence where we are only 10% negligent, while the State or Authorized User is 90% negligent and we're indemnifying for the State/Authorized User's negligence, which is not a fair assessment of risk. Another suggestion would be to add language regarding comparative language. Ex: "…,except that in the event of such claim of contributory negligence, the apportionment of damages shall be shared between the Parties based upon the comparative degree of each other's negligence, and each shall be responsible for its own defense and costs."	OGS declines this request.
65	Appendix B	Section 63	16	1. Will the State consider revising the Limitation of Liability provision contained in Section 63 of the General Specifications so that is applies to "the Contactor's aggregate liability for any claim, loss or liability arising out of, or connected with the Contract", rather than just to "the Products provided" as currently written?	OGS declines this amendment.
66	Appendix B	Section 68 (b)(i)(2)	21	In the event a Deliverable contains software from an ISV, Vendor cannot guarantee the license provided by the ISV contains the requested items in Section 2. Request to change to "provided, however, if the Existing Software Product(s) are licensed by Contractor, that standard license, must…"	OGS declines this request, however please see amended Appendix B Section 68.b.i.2 Software.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
67	Attachment 1 - Administrative Submission	Affirmative Statements Tab	Q2. Q12	Vendor's acceptance of the RFP/contract terms is subject to Vendor's responses set forth herein. Further, with respect to question 12 (insurance requirements), Vendor would like to discuss the insurance requirements with OGS at the stage of contract formation.	As stated in Solicitation Section 1.1 - Overview and Purpose of This Solicitation and in the responses to the First Inquiry Round, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2 - Inquiries and Proposed Bid Deviations for further details on process and restrictions.
68	Attachment 1 - Administrative Submission	Procurement Card	Question 2	Can you please provide an example or definition of what you are looking for with regards to the statement "enter any dollar limit on orders for which you will accept the NYS Procurement Card"?	OGS is asking the Vendor to provide the maximum amount per transaction that will be accepted by the Vendor if an Authorized User of these resultant Centralized Contracts uses a New York State Procurement Card for the transaction. A Procurement Card is essentially a credit card used by a Government Entity for its purchasing needs.
69	Attachment 1 - Administrative Submission	Procurement tab	n/a	How does OGS envision using P-Cards with this backdrop procurement?	When internal policies allow, Authorized Users may elect to satisfy invoices by using a procurement card. A Procurement Card is essentially a credit card used by a Government Entity for its purchasing needs.
70	Attachment 1 - Administrative Submission	Vendor Responsibility Tab		Originally, vendors were to submit proof of online submission of the Vendor Responsibility Form. Do vendors still need to attach proof to the Administrative Submission or will completion of this tab suffice?	The Vendor Responsibility form must be submitted online or in hardcopy. Completion of the Amendment 1 - Administrative Submission, Vendor Responsibility tab will suffice only if the online Form was submitted. OGS strongly favors the online submission as it speeds the process of eventual awards.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
71	Attachment 1 - Administrative Submission	Vendor Responsibility tab	n/a	If a proposer has filed their Vendor Responsibility registration and certification online, how should they respond to question #4 in the Vendor Responsibility tab? Should we leave it blank, given it is not applicable or should we select "No"?	Vendor should select "Yes". Please refer to Solicitation Section 3.6 - New York State Vendor Responsibility.
72	Attachment 2 - Financial Submission	Affirmative Statements Tab	Lot 2 Vendors	Vendor would like to clarify that Vendor will have no obligation to perform any Services under any statement of work for any time and materials based engagement when the value of Services rendered thereunder reaches any not-to-exceed amount set forth therein unless the parties execute an appropriate schedule or change order approving further engagement thereunder	Please refer to Solicitation Section 1.3 - Out of Scope Work. Time and materials services are expressly excluded from the scope of these contracts.
73	Attachment 2 - Financial Submission	Instuctions Tab	Tab	The Technical Submission has a specified lookback period for Project examples (After 01/01/2010 for Lot 1 and 01/01/2009 for Lot 2). Does the Financial Submission have the same look-back period or can other IT Projects be documented?	The Financial Submission does not have the same look back period.
74	Attachment 2 - Financial Submission	Item #1, Line #12	1	Line #12 of the spreadsheet to insert Item #1 Project Role does not expand as the others do so the content won't all be visible. Can this spreadsheet be reissued so that it expands?	Please refer to the amended Attachment 2 - Financial Submission. The Vendor Price List form has been updated to allow Vendors to adjust the height and width of cells.
75	Attachment 2 - Financial Submission	N/A	N/A	Please confirm that a Vendor can use an IT Consulting Services backdrop contract awarded by another government entity as the price justification in Attachment 2 regardless of the dollar value of services provided under that backdrop contract (e.g., the aggregate value of services provided under that awarded backdrop contract does not meet the dollar value threshold for the Lot or Lots the Vendor is seeking to qualify for.	Please refer to Solicitation Section 3.4 - Reasonableness of Price. OGS will evaluate all documentation provided as part of a Vendor Submission and will make an individual determination for each Vendor based upon that review.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
76	Attachment 2 - Financial Submission	Price list documentation to be submitted This question also references Question 145 on page 27 of 145 and Question 152 on page 28 in the First Inquiry Round Responses.	Vendor Price List Form tab	The response to Question 145 states that it is sufficient "to attach only the labor rate price list excerpted from the contract and labeled appropriately." The response to Question states "No" to the question, "Would the State accept inclusion of only the pricing and rate card attachments of existing contracts rather than the entire contract." These response appear to be contradictory. Can you clarify whether or not it is acceptable to attach only the labor rate price list" as stated in the response to Question 145?	Yes, it is acceptable to attach only the labor rate price list as support documentation for Attachment 2 - Financial Submission, although OGS reserves the right to request the full contract document if so desired.
77	Attachment 2 - Financial Submission	Vendor Price List		According to the response to First Round Inquiry #145, it would be sufficient to attach only the labor rate price list excerpted from the contract, but, according to the response to #152, inclusion of only the pricing and rate card attachments of existing contract rather than the entire contract is not acceptable. These responses appear to be contradictory. Please clarify.	Yes, it is acceptable to attach only the labor rate price list as support documentation for Attachment 2 - Financial Submission although OGS reserves the right to request the full contract document if so desired.
78	Attachment 2 - Financial Submission	Vendor Price List Form		On the Vendor Price List Form, we are unable to insert our answers into the spreadsheet. Would you be able to update the spreadsheet so that we are able to enter our responses? Right now it only shows the sample responses with no rows for our responses to be entered.	Please refer to the amended Attachment 2 - Financial Submission. The Vendor Price List form has been reformatted.
79	Attachment 2 - Financial Submission	Vendor Price List Form	Tab 4	Where vendor has a NYS Contract where pricing is listed online, would a weblink to that pricing list meet the requirements for this section, or will OGS require the pricing is pulled out as a separate document?	No. Please refer to Attachment 2 - Financial Submission, Instructions tab, "Price List Location or File Name." A separate document is required per Government Contract price list.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
80	Attachment 2 - Financial Submission	Vendor Price List Tab		Concerning Project References for Proposed Rates in the Financial Submission Section "Vendor Price List Tab" – If a rate is referenced and associated to a project –1) does this referenced project have to be one of the referenced Lot 1, Lot 2 and/or Lot 3 projects? 2) For example, if a rate is used and associated to a project not on the referenced project list, is this valid? This project may not be on the list due to not meeting the timeline requirements and/or value threshold requirements but the rate is still valid for any such projects that would meet the Lot1, Lot2 and/or Lot 3 thresholds.	1) No 2) Yes, based on the example given, it is valid to use a rate, as long as it meets the requirements set forth in Solicitation Section 3.4 - Reasonableness of Price.
81	Attachment 3 - Technical Submission	Attachment 3 - Technical Submission		Will NYS please expand the Project/Contract Name and Total Contract Value Field within the workbook. Our data does not fit properly.	Please refer to the amended Attachment 3 - Technical Submission.
82	Attachment 3 - Technical Submission	LOT 1 Response Form	1	Unable to enter information into the far right column entitled: "Attached Contract Doucument File Name"	Please refer to amended Attachment 3 - Technical Submission.
83	Attachment 3 - Technical Submission	Lot 1 Vendor Response Form		The drop down box for the question "Vendor Applying for this Lot" does not allow us to select "yes" or "no". Would you be able to update this form so that we can select a response?	Please refer to the amended Attachment 3 - Technical Submission. Drop down boxes on the form have been unlocked for data entry.
84	Attachment 3 - Technical Submission	Lot 1, 2, 3 - Contact information to be provided for reference contracts	Lot 2 and Lot 3 Response Form tabs	1) Does OGS plan on contacting the points of contact for the contracts cited to establish bidder qualifications? If the answer to the preceding question is "Yes," an additional question is relevant. Given that Lot 2 citations can go back to 2009 and Lot 3 citations can go back to 2005, it is possible and even likely that the point of contact for any cited contract may no longer be in the same position or may even no longer work for the cited government agency. 2) Will bidders be penalized in the evaluation if the stated point of contact is no longer available?	1) OGS reserves the right to do so. 2) A current point of contact must be provided by the Vendor and may be used by OGS to validate contracts provided to meet thresholds. The inability of OGS to reach a listed contact may negatively impact the processing of a Vendor Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
85	Attachment 3 - Technical Submission	Lot 2 and 3 - Contract documents to be submitted This question also references Question 118 on page 23 of 145 in the First Inquiry Round Responses.	Lot 2 and Lot 3 Response Form tabs	OGS states that bidders may not redact any information from the referenced contracts. We respectfully request that OGS reconsider this guidance and allow bidders to delete pages from the contract documents that are not relevant to the purpose of establishing the bidder's qualifications and experience for the Lot being bid. Such a change will save time for both bidders and the State and will not impact the ability of OGS to fairly evaluate bidder qualifications, as explained below. Project documentation can be extensive and typically includes significant amounts of proprietary and confidential information that bidders must protect under the Freedom of Information Laws. However, much of this proprietary information is completely irrelevant for the purpose of demonstrating the bidder's qualifications under the rules of the RFP. Requiring bidders to provide the entire contract documentation rather than only the relevant pages will result in unnecessary time for bidders to deal with confidentiality requests and unnecessary time for government reviewers in dealing with the FOIL requests and reviewing dozens of pages of information irrelevant to the purpose of the RFP. For these reasons, we respectfully request that OGS reconsider the instructions for providing contract documentation and allow bidders to provide only the contract pages needed to document the project date, the prime role of the bidder, the contract value, contact information, and role/rate documentation.	OGS respectfully declines this request. In response to comments received as part of the Request for Comments, the requirements were changed to only request governmental contracts which are generally not confidential.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
86	Attachment 3 - Technical Submission	LOT 2 and 3 Response Form	1	IT Project/Contract Name - 1) Regarding contract documents to accompany representative projects for each lot, is OGS looking for specific information? 2) It's the Vendor's understanding that the referenced contracts required may not be rate-based, state- wide contracts that are available on-line but rather deliverable-based agreements that are unique to the government entity. These contracts are not generally published. Although these contracts are likely subject to disclosure in accordance with the applicable freedom of information laws, a vendor may be restricted from providing this information unilaterally without consent. It is anticipated that disclosure of the "Contract documents" from the referenced accounts will require the consent of the applicable "Government entity" and such contract documents may, also, be abridged and/or redacted. 3) Does NY State anticipate that Vendors provide the requisite contracts through the affected state's public records request process?	1) Please refer to Section 4.1.3 - Submission Checklist. 2) Please refer to Solicitation Section 3.1 - Minimum Qualifications. 3) NYS anticipates that Vendors will provide the contracts.
87	Attachment 3 - Technical Submission	Lot 2 and 3 Vendor Response Form		For government contracts listed under Lots 2 and 3, where the original government contact/person has left government services or moved agencies and the contract has concluded, is it acceptable to indicate this instead of listing a name and contact information that is no longer valid?	It is required that the references still be provided by the contracting entity regardless of the employment status of any one individual.
88	Attachment 3 - Technical Submission	Lot 2 and Lot 3 tabs	n/a	In order to populate the Government Contract Qualifying Value and Government Contract Total Value columns of Attachment 3 – Technical Submission in the correct format, we want to clarify whether the examples provided in the SAMPLE tab are values expressed in thousands or in millions (with 000s assumed)? E.g. For Business Continuity Plan does $70,000 represent $70K or $70M?	The samples are values expressed in the thousands.
89	Attachment 3 - Technical Submission	Lot 2 Vendor Response Form		We are unable to edit the row and column height so our responses cannot be seen in their entirety. You will have to click into the cell to review the entire response. Are you able to update the spreadsheet so that we are able to adjust the width and height of the cells?	Please refer to the amended Attachment 3 - Technical Submission. The response forms have been updated to allow Vendors to adjust the height and width of cells.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
90	Attachment 3 - Technical Submission	LOT 3 Response Form		Can a project with initial value of less than $5 Million be considered for Lot 3, if the total value of the contract including extensions and Change orders is $5 Million or more.	The Vendor must provide full documentation that the contract in its entirety has exceeded $5 million dollars. OGS will evaluate the documentation and make a determination based upon that review.
91	Attachment 3 - Technical Submission	LOT 3 Response Form		Certain contract documents for the referenced projects might not have the contract value at a single location in the document. What would OGS suggest while submitting such documents? Is it acceptable to OGS, if the vendor includes a cover page indicating the total contract price and referencing sections of the contract document to derive the contract price.	Yes, it would be acceptable to submit a cover page assuming this cover page provides an easy-to-use map to the information needed to establish the pricing involved in said contract. Please note that any lack of clarity may result in processing delays or follow up questions that may delay the award of contract.
92	Attachment 3 - Technical Submission	Lot X Response Form		In the response to question 232 in Round 1 you stated that "narrative is no longer required." In the version of the new Attachment 2 I downloaded I still see narrative in the Excel file as Item 2 without explanation or sample provided. Please explain exactly what is desired here.	To clarify, the narrative response field was removed for Requirement # 1 only on each of the Lot Response forms. A Vendor must now supply a start date for the period of continuous operation which demonstrates that the Vendor meets Requirement 1 for each Lot. The response for Requirement # 2 on each Lot Response Form continues to require the completion of a narrative by the Vendor to describe how the requirement is met.
93	Attachment 3 - Technical Submission	Lot X Response Form		One of my contracts is a Federally-funded project for a municipal agency but it administered (for fiscal purposes only) through a non-profit they designated for this purpose. This is common in this domain area. Is this an acceptable contract for the purposes of establishing qualification?	In order to meet the requirements set forth in Solicitation Section 3.1- Minimum Qualifications, IT projects must be "let" by the Government Entity. Please refer to the definition of "Government Entity" in Solicitation Section 1.5 - Definitions.
94	Attachment 3 - Technical Submission	Sample TAB		In the Sample tab provided for Attachment 3, the column labled Attached Contract Document File Name, are you requiring the Contract Vehcile or the Statement of Work Contract between Vendor and Customer?	In this column, please supply the name of the electronic document saved on the USB/DVD which corresponds to the Government Contract previously awarded to the Vendor that is being used to meet the requirements of Qualification #3.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
95	Attachment 3 - Technical Submission	Technical Response	NA	Will the reference information sent to NYSOGS be republished or made available to the public?	All documents submitted in response to this Solicitation are subject to the New York State Freedom of Information Law (FOIL). Please refer to Appendix B Section 9 - Confidential/Trade Secret Materials.
96	Attachment 3 - Technical Submission			This Excel file would not open without prompting to disable links to another file. Is this what NYS intended? Is this file correct?	Please see the amended Attachment 3 - Technical Submission.
97	Attachment 3 - Technical Submission			If a vendor performed multiple (and unique) statements of work for a single customer, can that single customer be used as a reference more than once?	Yes.
98	Attachment 4 - Inquiry and Bid Deviation Template	347, ref Section 1.3		Time and material services: some services requested under mini-bids may include time and material components where there is an unknown (within the scope of the service) during implementation of the service. An example of this may be cyberforensic investigations. According to the answer 347 we understand that mini-bid SoW's will be allowed to cover T&M services in such limited cases?	Time and material services are expressly excluded from the scope of this contract. Please see Solicitation Section 1.3 - Out-of-Scope work.
99	Attachment 4 - Inquiry and Bid Deviation Template	Clarification answer 139		to clarify, 1) within mini-bids a fixed price will be requested and 2) the NTE rates must also be provided in order to ensure price reasonableness?	1) Yes, Mini-Bids will be issued to obtain best value pricing for a Statement of Work using a fixed-price deliverable format. 2) Hourly rates used to determine the Vendor's fixed-price deliverable quote are to be at or below the established OGS not to exceed Contract prices.
100	Attachment 4 - Inquiry and Bid Deviation Template	Clarification of answer 179		We second the initial query and request NYS OGS to look again at this section and the language requiring qualification of such vendors to have a very specific area of experience over the last four years with government entities only. Based on this change only a handful of existing vendors would be able to respond to We request the removal of the additional language for Lot 2 and 3.	OGS declines this change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
101	Attachment 4 - Inquiry and Bid Deviation Template		27	In the Responses to Questions from the First Inquiry, on Page 27 Question 145 OGS indicates that it is sufficient to submit the price list excerpt as evidence of pricing however, on Page 28 Question 152 OGS indicates that it is not sufficient to only submit the pricing and rate card attachments of a contract as evidence. Can OGS Clarify?	Yes, it is acceptable to attach only the labor rate price list as support documentation for Attachment 2 - Financial Submission although OGS reserves the right to request the full contract document if so desired.
102	Attachment 6 - How to Use This Contract	Section 2.7 Change Orders	4, 5	Vendor expects any changes to be subject to the parties' prior written agreement.	Please refer to Solicitation Sections 7.3 - No Cost Change Request and 7.4 - Enhancement Budget.
103	Attachment 6 - How to Use This Contract			1) How does the user determine the estimated project value in sending out the mini-bid? 2) If a mini-bid is sent to Lot 2 and the value of all the responses come in under $150,000, does the user need to rebid to Lot 1?	1) The Authorized User may use any technique to determine the estimated project value. It is common to base the estimated project value on historical data and experience. 2) Yes, this is correct.
104	Attachment 9 - No Cost Change Request Template	No Cost Change Order Request Template	1	Vendor would like to clarify that the Authorized User may not unilaterally amend any of the provisions of the contract. Any amendment shall be effected through a change order executed by both the parties	Please refer to Solicitation Section 7.3 - No Cost Change Request, which states that written approval of the no-cost change request is required from both the Authorized User and the Contractor.
105	General			Inclusion of the MFN for an indefinite quantity services contract requires a substantial process and cost for the vendor as well as the assumption of significant risk for a large organization. Based on the extraordinary number of questions during the first round, this is a difficult, if not impossible, provision for many vendors to agree to, especially with the large scope of services covered in this RFP and no definite quantity. The State's ability to get the best service provider at the best value will be limited to the extent that competition is excluded from this opportunity. We respectfully ask that this requirement be removed in order to secure the best value to the taxpayers.	OGS respectfully declines to revise the requirement.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
106	Q&A Response	Question 235		Some of our government contractors place legal restrictions on sharing executed contracts due to the nature of the services and/or systems we are supporting (for instance, the system may impact public health and safety or national security). In some case, for us to even have bid on the contract, we signed non-disclosures. Can the State consider a process whereby a bidder can submit these as redacted contracts, with critical information to confirm the services scope and pricing, but removing all information we are restricted from sharing?	OGS respectfully declines this request.
107	Q&A Response	Question 376 and assorted insurance provision questions		Many of the insurance provision questions reference the ability of the contractor to obtain special policy endorsements. These endorsements are a cost factor for the vendor, and generally not a cost in the other government contracts the State would like us to reference in providing Most Favored Nation pricing. In addition, cost of living adjustments across the country should be considered in determining price reasonableness. Without the ability to limit pricing reasonableness to comparable services within a comparable geographical area, it is not realistic that the State would see the same pricing as other clients that don't impose the same requirements or restrictive clauses upon the Contractor. Please reconsider the appropriateness of Section 17.f in a rate card contract with no guarantee of any services.	OGS respectfully declines to make any changes.
108	Q&A Response	Question 552		Please explain why the insurance policy needs to be provided at the time of submission, given that it is a Contractor cost, that may require additional costs for special State mandated endorsements, without any State commitment to projects to be awarded under this OGS contract, let alone an award to a specific vendor.	OGS respectfully declines to comment.
109	Q&A Response	Question 83		According to this Q&A response, the suggestions for a new section would be transactional terms and should be addressed in the Authorized User's mini-bid. However, according to the modified Appendix B, section 28, no new terms can be introduced in the mini-bid process. Please clarify the State's intent, and how items such as State Responsibilities can be addressed for a mini-bid.	Please see amended Attachment 5 - Mini-Bid Template, Section 3.3 - Additional Terms and Conditions and Attachment 6 - How to Use this Contract, Section 1.4 - Contract Terms and Conditions and 1.5 - Additional Contractor Terms and Conditions Within An Authorized User Agreement.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
110	Q&A Response	Questions 145 and 152		The answers to these two questions seem to be contradictory. One indicates that the price list/rate card is sufficient for Attachment 2, Vendor Price List, and the other answer requires the full contract. Please clarify.	It is acceptable to attach only the labor rate price list as support documentation for Attachment 2 - Financial Submission, although OGS reserves the right to request the full contract document if so desired.
111	Solicitation	1.3	7	The examples of out-of-scope work now include "Networking (including wireless), voice, video and data center services". 1) Can you please clarify this statement? Our firm offers many project-based consulting services around these technologies including assessing, configuring, optimizing, architecting, securing, and other services. Both vendor-agnostic and multi-vendor consulting is highly valuable, especially in complex environments/networks/data centers. While single-vendor installation work may better fit the intent of the CTES contract, not allowing any consulting on these technologies under this contract seems to be very limiting to State authorized users and detrimental to our business with NYS.	Please see amended Solicitation Section 1.3 - Out-of-Scope Work. This exclusion was intended to cover the acquisition of non-consulting services, such as network provisioning, voice services (local, long-distance), or video bridging. Project-based consulting services around these technologies are not excluded from these Contracts.
112	Solicitation	3.1		For the purposes of qualification #1 and #2 in each of the lots listed above, Vendor experience in either a Prime Contractor or Subcontractor role may be used to demonstrate compliance with the qualification."Based on this revision: To meet the qualification of two IT projects in Lot 1, or five IT projects in Lot 2, are we able to submit a prime contract or subcontract?	Prime contracts only can be used to meet qualification # 3 in each of the Lots. Subcontracting experience and subcontracts are specifically prohibited from being used to demonstrate compliance with the qualification.
113	Solicitation	3.3		please clarify the nature of Emergency Contact	An emergency contact will be used in the case of a declared emergency situation to obtain services per OSC/OGS emergency purchase regulations.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
114	Solicitation	5.11	35	As it relates to OSC Form B- Contractor's Annual Employment report. Would OGS please resolve the discrepancy between the instructions in the solicitation and OSC Form B Instructions. Is it the intention of OGS to change the instructions of this form and require contractors to report on the total compensation paid to employees (OGS Solicitation) or the "Amount Payable under the Contract (OSC FORM B Instructions) . OSC Form B instructions read: for contracts for consulting services in accordance with the following: • Scope of Contract: a general classification of the single category that best fits the predominate nature of the services provided under the contract. • Employment Category: the specific occupation(s), as listed in the O*NET occupational classification system, which best describe the employees providing services under the contract. (Note: Access the O*NET database, which is available through the US Department of Labor's Employment and Training Administration, on-line at www.online.onetcenter.org to find a list of occupations.) • Number of Employees: the total number of employees in the employment category employed to provide services under the contract during the Report Period, including part time employees and employees of subcontractors. • Number of hours worked: the total number of hours worked during the Report Period by the employees in the employment category. • Amount Payable under the Contract: the total amount paid or payable by the State to the State contractor under the contract, for work by the employees in the employment category, for services provided during the Report Period.	This language is derived from the OSC Financial Operations Guide (http://www.osc.state.ny.us/agencies/guide/MyWebHelp/Content/XI/18/C.htm) and prior G bulletin. The OGS Solicitation references "total compensation paid to all Employees that performed consultant services under such Contract" with a qualifying footnote. It is unclear where the discrepancy is present. The OSC Financial Operations Guide provides that the Contractor shall report "the total amount paid or payable by the State to the state contractor under the contract, for work by the employees in the employment category, and for services provided during the report period."
115	Solicitation	#6 Self Insured Retention/Deductibles	35	Page 35, #6. Self-Insured Retention/Deductibles. We carry deductibles that are appropriate for a company with our size and financial strength. In reviewing the RFP we note our deductibles are higher than $100,000. Will there be an opportunity to discuss/explain our Risk Management philosophy concerning assumption of risk?	Deductibles or self-insured retentions above $100,000 are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed. OGS will evaluate the documentation provided with the Vendor Submission and make a determination based upon that review.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
116	Solicitation	1	5	Please define the type of work that will be pursued by agencies and awarded under this contract.	Please refer to Solicitation Section 1.2 - In Scope Projects for a description of services that may be obtained using the resultant Contracts and Section 1.3 - Out-of-Scope Work for services offerings expressly excluded from the scope of the resultant Contracts.
117	Solicitation	1	5	Please provide historical data from the previous New York State contract that this will replace regarding communications consulting for public safety agencies, government-owned utilities, and other government-owned wireless communications systems.	This Solicitation for Project Based Information Technology Services presents a new contract model and does not replace a previous New York State contract. Deliverable-based and fixed-price information technology projects have been provided using a variety of contract vehicles and as such, historical data is not available for distribution.
118	Solicitation	1	5	Please provide a list of agencies that use this contract that this will replace.	The resultant OGS Centralized Contracts will be available for use by NYS Agencies and other Authorized Users across the State. A listing of NYS agencies is available on the NYS website at http://www.ny.gov/agencies. Additionally, a list of categories of eligible entities is available on the OGS web site.
119	Solicitation	1.4 - Key Events and Dates	8	OGS required 5 weeks longer than originally planned to respond to First Inquiries submitted by bidders. When the answers to First Inquiries were finally posted on 12/3/14, the response document was 145 pages in length and was accompanied by revisions to nearly every RFP document, including many major updates. The revised response schedule allows bidders less than 2 weeks to digest the additional information and updates to the solicitation documents before the Second Inquiries are due on 12/16. In light of the fact that OGS required a total of 7 weeks to respond the First Inquiries, we believe that bidders need more than 2 weeks to analyze the changes and submit Second Inquiries. To provide an equitable bid schedule and taking the upcoming holiday season into account, we respectfully request that due date for Second Inquiries be extended until Tuesday, January 6, 2015.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
120	Solicitation	1.5 Definitions	9	Vendor requests that a definition of "Contractor Intellectual Property" be added to the Agreement. Vendor offers the following: Contractor and its licensors shall retain all rights, title and interest in and to (i) all work products that Contractor owned or had a license to use prior to the effective date of the applicable SOW, (ii) all work products created or acquired by Contractor during the term of an SOW that is not a unique deliverable under the SOW, and (iii) any modifications by Contractor to items (i) or (ii) above that are not a unique deliverable under an SOW ("Contractor Intellectual Property"). To the extent any Contractor Intellectual Property is used in the performance of the services or otherwise delivered to Authorized User, Contractor grants Authorized User a worldwide, non-exclusive, non-transferable, royalty-free right and license to use and copy, such Contractor Intellectual Property solely in order to receive the benefit of the services provided by Contractor. Would NY State consider adding this definition?	OGS declines the requested amendment. The license provision is set forth in Appendix B Section 68.b.3 Other and the allocation of ownership interests is addressed through the definition of "Existing Products" and "Custom Products" also set forth in Appendix B Section 68 (as amended).
121	Solicitation	1.5 Definitions	9	The Definitions reference the word "templates" and various "Templates" are identified in #22772. In comparison, HBITS uses the term "Forms". In #22772, the Authorized User solely determines Best Value, and in HBITS, OGS shares in the Best Value determination responsibility. The templates in #22772 seem to be less prescriptive then HBITS forms. Are Authorized Users and Vendors to understand that the purpose of #22772 Templates are for standardizing the format of documents that facilitate the processes defined in #22772?	Yes.
122	Solicitation	1.5 Definitions	9	The Definitions reference the word "templates" and various "Templates" are identified in #22772. In comparison, HBITS uses the term "Forms". In #22772, the Authorized User solely determines Best Value, and in HBITS, OGS shares in the Best Value determination responsibility. The templates in #22772 seem to be less prescriptive then HBITS forms. Are Authorized Users and Vendors to understand that by tailoring #22772 Templates, while working within the format of Templates, they can specifically configure documents to meet the needs of specific Projects (which by definition are unique)?	An Authorized User may tailor the template to meet their needs. Please refer to Attachment 6 - How to Use this Contract.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
123	Solicitation	2.11 Conflict of Terms and Conditions	15	To reflect the updates made by OGS in in the First Inquiry Round, please update row "C. Appendix B, General Specifications" to include the revsion information "December 2014 22772 Project Based Information Technology Consulting (Statewide)" consistent with RFP Section 2.10.	Please refer to the amended Solicitation Section 2.11 - Conflict of Terms and Conditions.
124	Solicitation	2.13	15	This section states "It is OGS' intent to award at least twenty percent of the total Vendor Submissions per Lots 1 and 2 during the first phases of awards. In the case of Lot 3, it is OGS' intent to award at least five awards or twenty percent (20%) of the total Vendor Submissions, whichever is greater, during the first phase of awards". What is OGS' anticipated timing for subsequent award phases?	Until the Vendor Submissions are received, OGS cannot determine the award cycle.
125	Solicitation	3.1	15	Response #721, stating that minimum qualitications for Lot 2 award include "3 governmental projects with a value of $125K EACH" is inconsistent with Section 3.1, which requires 5 such projects. Response #743 also mentions "3 contracts with a total value of $125K EACH". Similarly for Lot 3, Response #746 specifies "3 (revised) contracts with a total value of $5 Million EACH (revised)". Please confirm that 5 is the required number of projects to qualify for Lots 2 and 3.	Confirmed, 5 is the required number of projects to qualify for Lots 2 and 3.
126	Solicitation	3.1	15	With respect to minimum qualifications, please clarify the statement in Response #358, "OGS will still require Prime Contracting experience for one of the qualifications in each of the three (3) lots.".	OGS requires prime contracting experience for qualification 3.
127	Solicitation	3.1		Is Lot 1 just reserved for MWBEs and small businesses?	Eligibility for Lot 1 is limited to those vendors who are New York State certified minority- or women-owned businesses or are New York State Small Business. See Solicitation Section 3.1 - Minimum Qualifications.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
128	Solicitation	3.1 Minimum Qualifications	14,15	Minimum qualifications question: You have changed the qualification for Lot 1. For Lot 1, I meet number 1 as my company has been in business since 1998 offering IT Services to NYS and Government agencies. I meet number 2 as my company is a subcontractor on the NYS OGS HBITS contract though Prime vendors. I chose to be a Prime vendor on the HBITS contract as the rules for a Prime vendor were different than a Subcontractor. However, you have changed number 3 for lot 1 asking for 2 IT projects as a Prime vendor after 1/1/10, as you know, my company was a Prime on the previous NYS OGS IT Services contract and because of non-use and the economy, there was little to now use of the contract from 2009 until HBITS became effective, 11/2012 and incumbent positions were mostly released the first 8 months of HBITS. However, I have placed as a subcontract to MVP Consulting Plus, Inc who is a Prime on the HBITS contract. Would I meet this requirement number 3 for lot 1? I do meet lot 1, 3.A and 3.B requirement.	The minimum requirements are for a Vendor to have performed as a Prime for Requirement #3. Subcontracting experience is only applicable to Requirements #1 and #2. OGS will evaluate all documentation provided regarding experience in the Vendor Submission and will make a determination based upon that review.
129	Solicitation	3.1 Minimum Qualifications	15	In the initial solicitation Lot 1 qualifications stated that it was sufficient to submit two governmental IT projects at least $25,000 in value since 1/1/07 for which we acted as Prime contractor. The revised solicitation states the projects must now be since 1/1/10. The NYS OGS IT Services backdrop contract was highly used from 2007-2010, during which many small firms obtained contracts that could potentially be used as prime contract qualifications for this RFP, for lot 1. Not allowing any contracts prior to 2010 to be used eliminates this. If at least one contract prior to 2010 could be used and one post 2010 i think that would allow smaller firms who may have a good deal of governmental sub-contracting experience in addition to prime contractor experience to partake in this solicitation. Please take this into consideration.	OGS respectfully declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
130	Solicitation	3.1 Minimum Qualifications	15	Our newly certified New York State woman owned firm spent an enormous amount of time and resources seeking and obtaining WBE certification based largely on repeated calls by OGS for more woman owned and minority owned business participation in State contracts. We were further encouraged when Governor Cuomo recently announced that New York would increase its MWBE participation goals to 30%. Our firm would like to bid on Lot 1 - contracts under $200K, which represents the smallest contracts that will be awarded under this engagement. This contract would be the only convenient and expeditious way for agencies to secure our application development services. Our newly certified woman owned firm has had countless successful engagements of much larger magnitude and complexity than the $25K threshold placed on Lot 1 bidders and we are having a difficult time understanding the rationale behind requiring only public sector qualifications as a requirement to qualify for this project based contract. We believe that requiring project qualifications and references from only public sector engagements is not necessary, increases risk, stifles innovation, limits the number of firms participating in this contract to the same firms that New York has done business with for years, and restricts competition from firms like ours who are successful in employing newer development approaches, methodologies and technologies that will better enable New York to both save money and provide greater services to its agencies and the residents they serve. Would OGS amend the qualifications for Lot 1 and Lot 2 to allow projects with non-governmental entities to qualify as accepted experience?	OGS respectfully declines the requested amendment. In response to comments received as part of the Request for Comments, the requirements were changed to only request governmental contracts which are generally not confidential.
131	Solicitation	3.1 Minimum Qualifications	15	Since for Lot 1 OGS requires two prime contracts with total value in the sum of $50K at a minimum of $25K each, would OGS be willing to accept two prime contracts with a total value in excess of $50K with no minimum per contract?	OGS declines the requested change. To clarify, Solicitation Section 3.1 - Minimum Qualifications does not require a total sum value for the two required IT projects to equal $50K. Each project used as qualifying experience for Lot 1 must have a minimum qualifying value of $25K. Please see Attachment 3 - Technical Submission for instructions on determining the Government Contract Qualifying Value for projects.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
132	Solicitation	3.1 Minimum Qualifications	4	In the updated solicitation, it says in Section 3.1, Minimum Qualifications, the following: In the yellowed box for Lot 2: "Document 5 IT projects as a prime contractor." Yet, just below the boxes, it reads, "For the purposes of qualifications #1 and #2 in each of the lots listed above, Vendor experience in either a Prime Contractor or Subcontractor role may be used to demonstrate compliance with the qualification." Based on this revision, and as a point of clarification: To meet the qualification of five IT Projects in Lot 2, are we able to provide as past performance either prime contracts OR SUBCONTRACTS to comply with the qualification?	Please see Solicitation Section 3.1 - Minimum Qualifications. There are three separate requirements. Requirements 1 and 2 can be met by either experience as a subcontractor or as a prime contractor. For requirement 3, vendor can only meet through experience as a prime contractor.
133	Solicitation	3.1 Minimum Qualifications #2 and #3	15	Referring to First Inquiry Question/Answers #742, are Staff Augmentation engagements (specifically out of scope in #22772) considered non-qualifying "projects" for Minimum Qualifications #2 and #3?	Please refer to Solicitation Section 3.1 - Minimum Qualifications. For purposes of all qualifications listed in this Section, contracts billed on a Time and Materials Basis (T & M) and certain fixed price contracts may be used as qualifying projects.
134	Solicitation	3.1 Minimum Qualifications Lot #1	15	Left without further elaboration or more specific definition, almost any "business" can qualify for the NYS Small Business definition. For the definition of NYS Small Business for #22772, what exact criteria qualifies for “resident in NYS" and how will OGS verify this criteria (for example, registration with NYS DOS, having physical offices in NYS, paying NYS taxes)?	Please refer to Solicitation Section 3.1. - Minimum Qualifications. Please also see State Finance Law section 160(8) for further information on these standards.
135	Solicitation	3.1 Minimum Qualifications Lot #1	15	Left without further elaboration or more specific definition, almost any "business" can qualify for the NYS Small Business definition. For the definition of NYS Small Business for #22772, what exact criteria qualifies for "independently owned and operated" and how will OGS verify this criteria (for example, can a larger company qualify a smaller business unit, can owners in a larger company also own a separate qualifying entity, can an employee or contractor of a larger company also operate a qualifying Small Business)?	Please refer to Solicitation Section 3.1. - Minimum Qualifications. Please also see State Finance Law section 160(8) for further information on these standards.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
136	Solicitation	3.1 Minimum Qualifications Lot #1	15	Left without further elaboration or more specific definition, almost any "business" can qualify for the NYS Small Business definition. For the definition of NYS Small Business for #22772, what exact criteria qualifies for “employs one hundred or less persons " and how will OGS verify this criteria (for example, payroll records, contractor subcontracts)?	Please refer to Solicitation Section 3.1. - Minimum Qualifications. Please also see State Finance Law section 160(8) for further information on these standards.
137	Solicitation	3.4	16	As the state is verifying the “reasonableness” of pricing, would the state consider removing references to Most Favored Nation pricing as that has contractual obligations that could affect vendor opportunities outside of this contract?	OGS respectfully declines this request.
138	Solicitation	3.4 Reasonableness of Price	16	The NYS OGS HBITS contract establishes a robust (breadth and depth) Rate Card (publically posted) for 25 known Vendors who are eligible to bid on #22772. The Rate Card specifications are well, and publically, documented. Labor classification dimensions include, “Definitions”, “Skill Levels”, Skill Demand”, “Regions”, Service Groups” and “Title Definitions”. For example, we know right now that HBITS Vendor X bills NYS $Y/hour for a Project Manager-Expert-High Demand in Region 1. We also know right now that the definition of this Project Manager has been agreed to between Vender X and OGS to mean a labor resource that “Overseeing projects comprised of multiple deliverables, Delegating and coordinating of tasks, Project status, meetings, scope changes, issues, has 84+ months of experience and is able to provide leadership of large teams and/or extensive industry experience and is considered at the top of his/her field, delivers those services in Albany NY and for Technologies or skills of a high technical level, and/or the technology is new, and/or there is a low supply and a high demand for resources with the technology or skill.” Given the robust definition of these 25 Vendor HBITS Rate Cards and under MFN pricing, how could OGS ever demine a reasonable rate above $Y for Vendor X for a Project Manager on #22772?	Please see Solicitation Section 3.4 - Reasonableness of Price.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
139	Solicitation	4.1 Vendor Submission Content	19	Technical Submission: 1) When applying to Lots 1 & 2, what is the method for attaching referenced documents to the Response Forms (tabs) for the Electronic Copies? 2) Will we need two separate copies of Contract Documents if a Project is used as an example in more than one Lot (e.g. Lot_1XYZContract.pdf and Lot_2XYZContract.pdf)?	Please refer to 4.1.2 - Electronic Vendor Submission for instructions related to the format of the electronic Vendor Submissions. 1) Please include the referenced documents in the root folder labeled " Attachment 3 - Technical Submission." 2) Only one copy of a Contract Document needs to be included if used as a reference for more than one Lot.
140	Solicitation	4.1 Vendor Submission Content	19	Technical Submission: When applying to Lots 1 & 2 (Electronic and Physical Document), will the Lot Response forms need to be separated into separate Excel Documents, each with their own cover page, or can they be kept together?	The materials can be kept together in one file.
141	Solicitation	4.1.2 - Electronic Vendor Submission	20	The updated instructions for electronic submission state: "Two (2) DVDs or two (2) USB flash drives Vendor Submissions clearly labeled, containing the following unprotected documents, completed in their entirety and each attachment contained in three (3) separate root folders on the flash drive, signed and scanned where applicable:" First we assume that the "following unprotected documents" refers to the list of documents in the table in Section 4.1.3, but can you confirm this understanding?	Yes, please refer to Solicitation Section 4.1.3 - Submission Checklist for the complete list of required documents to be included for both the hard copy and electronic Vendor Submission.
142	Solicitation	4.1.2 - Electronic Vendor Submission	20	Second, can you clarify how the response files are to be grouped in the three (3) separate root folders? We read this instruction to require that bidders submit three full electronic sets of all response files, each set in a separate root folder. If this interpretation of the instructions is not correct, can you clarify exactly how the files are to be grouped in the root folders?	To clarify the instructions provided in Solicitation Section 4.1.2 - Electronic Vendor Submission: on each USB or DVD, please create three (3) root folders. Please name the folders as follows: "Attachment 1", "Attachment 2" and "Attachment 3." Each folder will contain the Vendor's completed Electronic Copy (Excel File), along with the Vendor's Electronic Copy (PDF) and any supporting Contract Files for the Attachment as described in Solicitation Section 4.1.3 Submission Checklist.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
143	Solicitation	4.1.2 Electronic Vendor Submission 4.1.3 Submission Checklist	20	New section 4.1.3 Submission Checklist indicates electronic files should be in the same order and naming convention as the Submission Checklist. However, section 4.1.2 indicates electronic file submission must be externally labeled as Vendor Name, Solicitation #22772. 1) It is unclear what "externally labeled" refers to. 2) Should each individual file name have that label as the prefix in addition to the naming from the Submission Checklist? For example, in the Administrative Submission, should these files be named: Vendor Name, Solicitation #22772_Completed and Signed ST-220-CAVendor Name, Solicitation #22772_Completed EEO 100 Form 3) Or should we only put "Vendor Name, Solicitation #22772" in the file name of the three electronic submission packages - Administrative, Technical, Financial?	1) To clarify, Solicitation Section 4.1.2 - Electronic Vendor Submission provides instructions pertaining to the entire electronic Vendor Submission, contained on either a Windows formatted DVD or USB flash drive. External labeling on the outside of the media of that Vendor Submission must be as follows: *Vendor Name,* Solicitation # 22772. 2) No, please use the file names as provided in Solicitation Section 4.1.3 -Submission Checklist, for example: "Completed and Signed ST-220-CA." 3) "Vendor Name, Solicitation #22772" should only appear on the label external to the electronic Vendor Submission media.
144	Solicitation	5.1.4.1.A.3	38	Can we revise the last sentence of the second paragraph on page 38 of 63 as follows, change “Not less than thirty (30) days prior to" to " Within 10 business days after" the expiration date or renewal date, Vendor and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements.”? Reason: We don’t get Certs prior to renewal, only after we renew our insurance.	Endorsements are available which allow for the provision of such notice. Accordingly, OGS respectfully declines the requested changes.
145	Solicitation	5.1.4.1.A.4	38	Can we amend the first sentence of Section 4. Primary Coverage, page 38 of 63, to apply only to the required Commercial General Liability and Automobile Liability insurance? Reason: This type of primary/non-contributory provision is applicable only on those policies on which State of New York is being included as additional insured, and those policies are only the CGL and Auto.	OGS declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
146	Solicitation	5.1.4.1.A.5	38	Can we amend the text in Paragraph 5, pages 38-39 of 63, to provide that the penalties for failure to provide proof of insurance that complies with the required standards do not apply to any Vendor or Contractor that is a publicly-traded company, with a market capitalization of $1 billion or greater, and annual revenues of $1 billion or greater? Reason: A company of the size noted has more than enough financial wherewithal to pay claims in the amounts of limits required - $5,000,000 or less. Any such company should not be penalized because this term or that of its insurance program is deemed by OSG as not being in compliance.	OGS declines the requested change.
147	Solicitation	5.1.6	45	In order to determine the level of effort required for the tracking and reporting of this contract, could a sample quarterly report describing what needs to be reported be provided?	OGS will provide reporting information at a later date.
148	Solicitation	5.10.1 Staffing Changes	30	Please clarify that OGS requires that any staff represented as key personnel will fulfill the entirety of their role as set upon by the Agreement.	Any staffing represented as key personnel are anticipated to fulfill the entire duration of the assignment per the Authorized User Agreement. Please refer to section 5.10.1 - Staffing Changes.
149	Solicitation	5.14		Please confirm that proof of insurance is not required to be submitted at the time of Vendor Submission.	Please refer to Solicitation Section 5.14.1.B - Insurance Requirements which details when proof of coverage is to be submitted for all Lots.
150	Solicitation	5.14.1	34	We respectfully request that OGS reconsider some of the changes we requested be made to certain terms and conditions, as follows: In section 5.14.1 General Conditions, replace “Unless otherwise agreed to in writing, policies shall be written so as to include a provision that the policy” with “Policies”. Delete “, materially changed, or not renewed”. Replace “Not less than thirty (30) days prior to the expiration date renewal date” with “Upon renewal”.	OGS declines these changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
151	Solicitation	5.14.1	34	Delete the following: (the second and third items in bulleted list and paragraph that follows on page 38) - Disclose any deductible, self-insured retention, aggregate limit or exclusion to the policy that materially changes the coverage required by this solicitation or any Contract resulting from this solicitation; - Be accompanied by an Additional Insured and a Waiver of Subrogation Endorsement as required herein; Only original documents (Certificates of Insurance, endorsements & other attachments) or electronic forms, which can be directly traced back to the insurance carrier, agent or broker via e-mail distribution or similar means, will be accepted. 4. Primary Coverage. All insurance policies shall provide that the required coverage shall apply on a primary and not on an excess or contributing basis as to any other insurance that may be available to OGS or any Authorized User for any claim arising from a Contractor's work under any Contract awarded as a result of this solicitation, or as a result of a Vendor or Contractor's activities. Any other insurance maintained by OGS or any Authorized User shall be excess of and shall not contribute with the Vendor/Contractor's insurance.	OGS declines this change.
152	Solicitation	5.14.1	35	Under item 6 Self-Insured Retention/Deductibles: Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy. Deductibles or self-insured retentions above $100,000 are subject to approval from OGS, which shall not be unreasonably withheld, conditioned or delayed.	OGS declines this change.
153	Solicitation	5.14.1	35	In the paragraph above B. Insurance Requirements on page 33, replace "As applicable" with "The Commercial General Liability" and "or" with "as reflect in".	OGS declines these changes.
154	Solicitation	5.14.1	36	Under B. Insurance Requirements, in Lot 1 and Lot 2 requirements, replace "Not less than $2,000,000" with "Not less than $1,000,000" in both instances.	OGS declines this change.
155	Solicitation	5.14.1	36	Under B. Insurance Requirements, in Lot 3 requirements, replace "Not less than $5,000,000" with "Not less than $1,000,000" in both instances.	OGS declines this change.
156	Solicitation	5.14.1	36	Under a) Commercial General Liability Insurance: on page 36, delete "independent contractors". Any subcontractors we hire will have their own insurance in compliance with the final insurance provisions in the contract. Also delete the "independent contractors" under the bulleted list on the same page for the same reason. The intent is to accommodate situations where subcontractors have adequate insurance coverage that meets OGS requirements.	This is standard coverage in a Commercial General Liability policy. Accordingly, OGS declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
157	Solicitation	5.14.1	37	Under the bulled list on page 37, delete “Contractor means and methods”.	OGS declines this change.
158	Solicitation	5.14.1	37	On page 37, delete “c) Waiver of Subrogation Endorsement.” Under b) Comprehensive Business Automobile Liability Insurance, delete “owned” as our firm does not own any vehicles.	OGS declines these changes.
159	Solicitation	5.14.1	37	Under c) Technology Errors and Omissions, before “damages” insert “claims for”.	Please see the amended Solicitation Section 5.14.1.B.1.c - Technology Errors and Omissions.
160	Solicitation	5.14.1	38	Under d) Crime Insurance, insert “joint” before “loss payee”.	Please refer to the amended Solicitation Section 5.14.1.B.1.d - Crime Insurance.
161	Solicitation	5.14.1 Insurance	**32**	Follow-up to Question 546. With respect to the Endorsement that OGS stated in its response to Question 546, we believe there may be some confusion as to what is being requested. We will happily provide any endorsements that are required under the insurance requirements upon the issuance of the policies. Once all has been renewed we will provide evidence of insurance. However, the original question focuses on renewal certificates so it is unclear what endorsement OGS has in mind. 1) Would you please provide a sample of the endorsement to which you are referring? 2) Would OGS please reword the RFP text along the lines of the following: "Upon renewal of the policies, Vendor and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsementss." ?	1) The requisite notice can be provided through the policy itself or through an endorsement to the policy, such as ISO Form CG 02 24 10 93. 2) OGS declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
162	Solicitation	5.14.1 Insurance	32	Follow-up to Question 544 regarding disclosure of insurnace policies. As noted in our original question, our insurance policies are not procured on a contract-specific basis, and thus contain coverage specifications that are confidential and not relevant to our work for the State. Below is language we have received approval for and used on other active contracts with NYS OGS and NY City. Will OGS please include this in the final contract? A. In the event of an occurrence where Contractor's relevant insurance policies are implicated, the Contractor shall provide OGS with a redacted copy of any policy required under this Section 5.14 upon the demand for such policy by OGS or the New York Attorney General. B. Contractor shall ensure that in the provision of redacted insurance policies to OGS or the New York Attorney General, redacted copies shall not: i. conceal any information that would limit, decrease, impinge or otherwise impact the insurance coverage of the occurrence that is in dispute, nor abrogate Contractor's liability with regard to such event; or ii. conceal or omit any "exclusions". C. OGS and the New York Attorney General reserve the right to request an unredacted copy of the Contractor's insurance policies required under this Section 5.14, in the event that it becomes apparent that information pertinent to the investigation of an occurrence has been withheld from review.	OGS declines the requested change.
163	Solicitation	5.14.1 Insurance	34 and 35	Follow-up to Question 556. We have confirmed with our insurance broker that these coverages (explosion, collapse & underground coverage) are not standard coverages on our insurance policies because we are not in the busienss of construction or mining. 1) Will OGS please provide the ISO form which evidences that these are standard coverages for IT services providers? 2) Alternatively, will OGS reconsider and remove these coverage types given that they would be relevant for work that is not within the scope of the contract?	1) Form CG 00 01 01 96 or an equivalent provides the required coverage. These are standard coverages in a Commercial General Liability policy. 2) OGS declines the requested changes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
164	Solicitation	5.14.1.A	38	Can the first paragraph of 5.14.1.A. after subparagraph 3 on page 38 of63 be amended to add the following sentence, "Provided, however, that for any Vendor or Contractor that is a publicly-traded company, with a market capitalization of $20 billion or greater, and annual revenues of $20 billion or greater, their policies do not need to contain such a provision. Instead, for any such Vendor or Contractor, if any required insurance is cancelled or nonrenewed, such Vendor or Contractors shall replace such insurance so that no lapse in coverage occurs, and shall provide a revised certificate of insurance evidencing same."? Reason: It is no longer possible to buy insurance policies that obligate the insurer to give prior notice of cancellation to certificate holders. We have been using for the past two years or so the language quoted above in lieu of the language used in the Solicitation.	Endorsements are available which allow for the provision of such notice. Accordingly, OGS declines the requested change.
165	Solicitation	5.14.1.A	39	Can we add a provision that says that any Vendor or Contractor that is a publicly-traded company, with a market capitalization of $1 billion or greater, and annual revenues of $1 billion or greater, can self-insure the Crime insurance requirement, and therefore not have to certificate it? Reason: We purchase Crime insurance, but the deductible in our policy far exceeds the $50,000 limit required by Lot 1 and 2, and $500,000 limit required by Lot 3. So we can't certificate the Crime insurance as stated in the Solicitation. But we are a company with over $1 billion a year in revenue, so buying our Crime insurance this way makes sense, and we can easily pay a $500,000 employee dishonesty loss.	OGS declines the requested change.
166	Solicitation	5.14.1.A	39	Can we add a provision that says that any Vendor or Contractor that is a publicly-traded company, with a market capitalization of $1 billion or greater, and annual revenues of $1 billion or greater, can self-insure any of the required insurance? Reason: We are a company with over $1 billion a year in revenue, so we can easily pay claims in the amounts required by these insurance provisions. But some of these insurance requirements cannot be met.	OGS declines the requested change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
167	Solicitation	5.14.1.A.3	38	Please confirm, as indicated in OGS' response to Vendor question #534, that 1) Vendor submission of a certificate of insurance (e.g., ACORD Form) is acceptable evidence of insurance and 2) there is no requirement for the Vendor to provide a copy of the insurance policy or disclose deductibles.	Please refer to Solicitation Section 5.14 - Required Insurance. 1) In respect to the provision of a policy, OGS reserves the right to request a policy. 2) With respect to disclosure of deductibles, Solicitation Section 5.14.1.A.6.- Self-Insured Retention/Deductibles states: "Certificates of Insurance must indicate the applicable deductible/self-insured retention on each policy." Therefore, disclosure of deductibles is required. OGS cannot confirm that the certificate submitted by any vendor will be acceptable until Solicitation Submission review.
168	Solicitation	5.21.3.b	44	Page 44, Section 5.21.3.b. Since not to exceed (NTE) hourly rates are being provided, does this section apply to a vendors pricing? For example, if a vendor is offering an NTE rate of $100 at a zero (0) percent discount on their GSA schedule, should the NTE hourly rate be reduced to $99.25 for the vendor's submission to OGS?	Yes, the not to exceed rate must be decreased by the GSA Industrial Funding Fee (IFF).The NYS Net Price shall be calculated by reducing the published GSA price, after the discounts, if any, set forth in paragraph (1) above, downward by the amount of the Industrial Funding Fee, currently set at 0.75%. Therefore, as an example, the NYS Net Price shall be calculated by multiplying 0.9925 times the GSA price.
169	Solicitation	5.8.3	7	Would OGS consider modifying the requirements pertaining to Subcontracting Between Lots to allow vendors to subcontract with vendors within the same lot award? This would allow vendors to pool their respective talents/services to offer the State superior delivery at a competitive price.	OGS respectfully declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
170	Solicitation	5.8.3 Subcontracting Between Lots	29	We appreciate NYS OGS' efforts to increase the participation of MWBE firms competing for State Contracting Opportunities in full accord with the State's policy of encouraging expansion of the pool of eligible vendors available to work on State IT-related projects. Toward that end, we would appreciate confirmation as to whether an NYS-certified MWBE firm may team (and ultimately subcontract) with other vendors within the same lot of approved contractors on forthcoming projects. As currently structured, it is not clear whether OGS will prohibit contractors and NYS-certified MWBEs in the same lot from teaming with one another to achieve the State's goal of diversifying the larger pool of available and NYS-certified vendors. We look forward to receiving confirmation on this important issue.	There shall be no teaming or subcontracting within the same lots. Please refer to Solicitation Section 2.9 - Joint Ventures.
171	Solicitation	5.8.3 Subcontracting between lots	32	It appears that there is now a restriction that vendors within a lot may not subcontract with each other. We believe that this may significantly impact the State's ability to have the best solution, particularly for large, complex projects, where different Prime firms may offer complementary but differentiated skills. The limitation not to make use of these skills, and rather "force" them to compete if qualified in the same lot, or chose vendor qualified only in alternate lots, seems arbitrary and not in the State's best interest.	There is no inquiry to offer a response.
172	Solicitation	6.1 Autherized User Statement of Work	45	What was the rational for setting a minimum time "between issuance of the Mini-Bid by the Authorized User to the Mini-Bid Opening" to 5 Business Days for Lot 1, which is less than those minimum times required for Lot 2 and Lot 3?	This was based on historical data and experience.
173	Solicitation	6.1 Authorized User's Statement of Work	49	The minimum time period allotted for mini-bids seems to be very short, in particular for any substantial size project, such as in Lot 2 and 3. These projects typically require a responsible contractor to develop a solution team, determine a solution approach and plan (resources, time, etc.), may require subcontracting time (particular to address MBE/WBE goals), and then complete the response and internal governance process. The time periods specified seem to favor contractors that have "early visibility" to a planned bid. Can the State consider increasing the minimum bid response time to 30 days and 60 days for lots 2 and 3 respectively?	OGS respectfully declines to change the minimum bid response times.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
174	Solicitation	6.1.1 Fixed Price	45	Referring to First Inquiry Question/Answers #785 and #786, what are the exact terms and conditions in the HBITS Vendors contract's the precludes HBITS vendors using HBITS billable hours to deliver #22772 fixed-price projects "at additional HBITS costs"?	HBITS billable hours cannot be used to deliver services under 22772. These are two separate and distinct contracts with separate and distinct terms and conditions.
175	Solicitation	7.11. - Payment Schedule	49	Contractor respectfully requests that the fourth sentence, starting with "Invoices submitted…" be removed from this section.	OGS declines this request.
176	Solicitation	7.8 Retainage		As this requirement puts an additional tracking and administrative expense to the Contractors, we request the removal of the Retainage clause.	OGS declines this request.
177	Solicitation	7.8. - Retainage	48	Contractor respectfully requests this section be removed.	OGS declines this request.
178	Solicitation	a) Commercial General Liability Insurance	36 and 37	Under "Coverage shall include, but not be limited to, the following: - last bullet Contractor Means and Methods." Please define Contractor Means and Methods? Please provide policy form or language required.	This is standard terminology in connection with a Commercial General Liability policy and will be provided if form CG 00 01 01 96 or an equivalent is used. It refers to the day-to-day activities of the contractor used to complete the work.
179	Solicitation	Appendix A: New York State Standard Clauses	51-58	Vendor is prepared to accept the terms and conditions in Appendix A as a starting point of negotiations, subject to specific exceptions and modifications to be negotiated and agreed by the parties in the process of contract formation. Vendor is prepared to work in good faith to finalize any future agreement as expeditiously as possible, but any future agreement is subject to negotiations and agreement of the parties	As stated in Solicitation Section 1.1 - Overview and Purpose of This Solicitation and in the First Round Inquiry Response, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2 - Inquiries and Proposed Bid Deviations for further details on process and restrictions.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
180	Solicitation	B. Insurance Requirements	35 and 36	Page 35&36, B. Insurance Requirements. We are happy to provide primary and non-contributory coverage where we have this coverage. Presently only our Commercial General Liability and Autombile policies have this coverage extension which we are willing to offer. Will there be an opportunity to discuss this difference in our insurance policy from your requirements?	The language identifies where the State is willing to consider alternatives. OGS will evaluate the documentation provided with the Vendor Submission and make a determination based upon that review.
181	Solicitation	d) Crime Insurance, #4	38	On page 38, paragraph d) Crime Insurance, #4, can you please clarify the statement "extended theft and mysterious disappearance?" Can you please provide the policy form or language.	Please refer to the amended Solicitation Section 5.14.1.B.1.d - Crime Insurance.
182	Solicitation	Memorandum 4	7	5.8.3 Eliminating the ability for sub –contracting between companies listed under the same lot can have dramatically negative effects on both the MWBE community as well as the state. Many successful implementations rely on companies partnering:(ie. Large with large companies that have specific expertise in particular aspects of a solution). And, of course, allowing large companies to partner with MWBE's should not be prohibited if NY is attempting to open more doors to the MWBE business community. Will NYS consider amending this verbiage to allow for companies listed in the same lots - to partner with on another.	OGS declines the change requested.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
183	Solicitation	Multiple	Multiple	2. We take exception to the RFP's contractual provisions related to: Non-Applicable Laws or Regulations, Most Favored Customer Pricing, Various Certifications, Representations & Warranties, Dispute Resolution, Confidentiality, Compensation, Performance Standards, Order of Precedence, Subcontracting, Contract Change Orders, Insurance, Intellectual Property Rights, Staff Requirements, EEOC, Performance Monitoring/Site Inspections, Indemnification, Limitation of Liability, Records, Audits, Reports, Force Majeure, Federal Funding Contract Flow-downs, Security Procedures and Other State Policies, Products and Software, Rights and Remedies, Termination and Default. We would also like to include additional standard terms and conditions offered to other public sector customers, including, among other terms, enumeration of State responsibilities; and limitations on the use and distribution of Deliverables, including restrictions regarding disclosure to, and cooperation with, third parties, including the exclusion of third party beneficiaries. Since vendors responding to this RFP are different entities with their own unique business requirements and risk tolerances, will the State consider entering into contract negotiations with the selected vendors in an effort to reach a mutually satisfactory engagement contract with each – giving each vendor the same opportunity to negotiate those terms and conditions which are important to their organization and that will enable them to provide the professional services which you are requesting, while protecting the interests of both parties?	OGS respectfully declines this request. As stated in the solicitation and responses to the first round of inquiries, these centralized contracts will establish a set of standardized terms and conditions. OGS reiterates there will not be one-on-one negotiations with Vendors.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
184	Solicitation	NA	NA	Add the following clause: Use of Vendors – OGS acknowledges that in connection with the performance of services under the Contract, or an Authorized User Agreement , Contractor may use the services of Contractor controlled entities and/or Contractor member firms to complete the services required by this contract. OGS also acknowledges that in connection with the performance of services under the Contract, or an Authorized User Agreement, Contractor uses vendors within and without the United States to provide at Contractor's direction administrative and clerical services to Contractor. These vendors may in the performance of such services have limited access to information, including but not limited to confidential information, received by Contractor from or at the request or direction of OGS or an Authorized User. Contractor represents to OGS that each such vendor has agreed to conditions of confidentiality with respect to OGS or Authorized user information to the same or similar extent as Contractor has agreed to pursuant this Contract. Contractor will have full responsibility to cause these vendors to comply with such conditions of confidentiality and Contractor shall be responsible for any consequences of their failure to comply. Accordingly, OGS consents to Contractor disclosure to a vendor and the use by such vendor of data and information, including but not limited to confidential information, received from or at the request or direction of OGS or an Authorized User for the purposes set forth herein.	OGS declines this requested change. Please also see Solicitation Section 5.8.4 - Location of Services Performed which requires that "All services provided under the resultant Contract(s) and as requested in any Authorized User Agreement shall only be performed within the continental United States. There shall be no exceptions proposed by a vendor or considered by an Authorized User under the resultant OGS centralized contract and contract process."
185	Solicitation	Section 1.3 and page 18	16 and 18	There appears to be a conflict in these two sections as to whether or not firms can use T and M work to qualify for these lots. Please clarify this.	Please refer to amended Solicitation Section 3.1. - Minimum Qualifications. For purposes of all qualifications listed in this Section, contracts billed on a Time and Materials Basis (T & M) and certain fixed price contracts may be used.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
186	Solicitation	Section 2.2 Inquiries and Proposed Bid Deviations	10	Vendor agrees, in principle, with this provision, and accepts the State's forms as a starting form, subject to future good faith negotiations	As stated in Solicitation Section 1.1 - Overview and Purpose of This Solicitation and in the First Round Inquiry Response, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2 - Inquiries and Proposed Bid Deviations for further details on process and restrictions.
187	Solicitation	Section 2.6 New York State Procurement Rights	11	All confidential or proprietary information contained in Vendor's response to this RFP shall at all times be and remain the sole and exclusive property of Vendor. Any revisions/changes/updates are subject to a written agreement of the parties.	In accordance with the New York State Freedom of Information Law, if a vendor believes that its proposal contains confidential or proprietary information it is required to specifically identify such information and such request will be reviewed in accordance with the statutory provisions. OGS declines to accept a categorical assertion of confidentiality. Further, see Solicitation Section 2.6.N which clearly states that "All Vendor Submissions and accompanying documentation shall become the property of the State of New York and shall not be returned."
188	Solicitation	Section 3	14	1) This section starts that "IT projects that may be used to document the award of IT projects as a Prime Contractor (as required in Section 3.1) shall not include any of the categories of projects set forth in section 1.3 Out of Scope Work. Section 1.3 identifies Time and Material services as Out of Scope. Yet section 3.1 indicates that "For the purposes of all qualifications listed in this Section, contracts billed on a Time and Materials Basis (T & M) and certain fixed prices contracts maybe used. 2) If T & M contracts are used, is it correct to assume that these T & M contracts should be deliverable based engagements rather than client directed/client managed services?	1) Solicitation Section 3 - Vendor Qualifications has been revised to correct the discrepancy. 2) For the purposes of all qualifications listed in Section 3.1 - Minimum Qualifications, contracts billed on a Time and Materials Basis (T & M) and certain fixed prices contracts may be used.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
189	Solicitation	Section 3.1	17	Under all lots, qualification #2 is redundant with qualification #1 and #3 -in combination. Will you please eliminate qualfication #2 for all lots being that it does not provide any additional qualifying information or valuable information to OGS for evaluation purposes? This will help streamline our responses to OGS.	OGS respectfully declines this request.
190	Solicitation	Section 3.1	17	Under qualification #3 for all lots, contracts that are acceptable to use are those that are already approved by NYS or those that are pending OSC approval by bid due date?	The contracts must be fully executed Government Contracts.
191	Solicitation	Section 3.3	16	A designated Emergency Contact is being requested to be available to OGS 24 hours a day, 365 days a year. Would you consider including a back-up Emergency Contact in the event the designated Emergency Contact is not available?	Yes.
192	Solicitation	Section 3.4 Reasonablene ss of Price	16	Vendor is prepared to discuss the “most favored nation” provision in the process of contract formation	As stated in Solicitation Section 1.1 - Overview and Purpose of This Solicitation and in the First Round Inquiry Response, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2 - Inquiries and Proposed Bid Deviations for further details on process and restrictions.
193	Solicitation	Section 5 : OGS Centralized Contract: Terms and Conditions	23 - 44	Vendor is prepared to accept the terms and conditions in OGS Centralized contract as a starting point of negotiations, subject to specific exceptions and modifications to be negotiated and agreed by the parties in the process of contract formation. Vendor is prepared to work in good faith to finalize any future agreement as expeditiously as possible, but any future agreement is subject to negotiations and agreement of the parties	As stated in Solicitation Section 1.1 - Overview and Purpose of This Solicitation and in the First Round Inquiry Response, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2 - Inquiries and Proposed Bid Deviations for further details on process and restrictions.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
194	Solicitation	Section 5.10.1	30	Sub-section 2 indicates that the Authorized User has the right in its reasonable discretion to request removal of a Contractor Staff member at any time. No reasons are provided in this sub-section that substantiates the Authorized User's request to remove a Contractor Staff member at any time. We request that the Contractor be given an opportunity to remedy performance issues and to also be given adequate time to provide potential replacements to the Authorized User. Therefore, we propose the following revised language: 2. The Authorized User shall also have the right in its reasonable discretion to request removal of a Contractor Staff member upon two (2) weeks prior written notice. Contractor must provide the resumes of two (2) or more potential replacements with similar or better qualifications for the Authorized User's review and approval within five (5) business days, or as otherwise agreed to by the Authorized User.	OGS declines this request.
195	Solicitation	Section 5.12 - Confidentiality and Privacy Policies and Laws	33	Contractor is not HIPAA compliant and cannot sign a BAA. We're requesting that the Authorized User be required to include in their Mini-Bid if executing a BAA is mandatory to bid on the project.	Please refer to Attachment 6 - How to Use This Contract, Section 1.8 Develop a Statement of Work. An Authorized User will fully identify its project needs, which includes whether a BAA is required.
196	Solicitation	Section 5.14.1 - B(d)	38	Our crime policy is not set up to name a customer as a loss payee. We are requesting to strike that requirement.	OGS declines this request.
197	Solicitation	Section 5.14.1 - General Conditions	34	While we acknowledge the State has addressed these questions in the last round, we're asking the State to reconsider. Cancellation is not endorsed on our insurance policy, because notice comes from us and not our insurer. We are not looking to be in breach of contract over something outside of our control. As others have brought up, our insurer does not provide renewed certificates a month in advance of the expiration date. We're requesting to change the verbiage to state that Contractor is responsible for providing notice of cancellation and we'll provide the State with renewed certificates promptly after receiving from the insurer.	OGS declines this request.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
198	Solicitation	Section 6.1	49	Minimum times for vendor response needs to be doubled for all Lots. For vendors to provide accurate SOWS with named, key resources, it is not realistic to expect minimum timeframes of 5, 10 and 15 days, respectively. At least double this timeframe for ALL Lots. Based on current workloads, sometimes key resources take a week just to free up to work on SOW efforts.	OGS respectfully declines this request.
199	Solicitation	Section 7.1, Lot Determination		With the deletion of former Section 7.1, Lot Determination, is it still OGS' intent that all mini-bids must be sent to all contractors in the Lot or are new instructions envisioned?	Yes, Mini-Bids must be sent to all contractors in the Lot. These instructions are found in Attachment 6 - How to Use this Contract.
200	Solicitation	Section 7.11	49	Payment Schedule states: "Any outstanding charges un-invoiced or removed from the invoice must be submitted/resubmitted within 120 Calendar days or may not be reimbursed." The Contractor runs the risk of not getting paid after 4 months have passed for an outstanding charge that may have inadvertently not been invoiced or that it may have been removed for correction purposes and then later resubmitted. Our company normally does not accept time limits that result in forfeiture of payments. As a compromise, we request that the 120 Calendar Days be revised to 180 Calendar Days.	OGS declines the requested change.
201	Solicitation	Section 7.6 Authorized User Engagement Requirements	48	Vendor's compliance with workplace rules is subject to OGS providing the same to Vendor in advance and in writing	Please refer to Solicitation Sections 7 - Authorized User Terms and Conditions and 7.6 - Authorized User Engagement Requirements, as engagement requirements will be provided by the Authorized User.
202	Solicitation	Section 7.8 Retainage	48	Vendor does not typically agree to retainage provisions	Please refer to Solicitation Sections 7 - Authorized User Terms and Conditions and 7.8 - Retainage, as engagement requirements will be provided by the Authorized User.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
203	Solicitation	Solicitation		My organization is submitting a proposal for Lots 2 and 3. Are we required to provide separate, delivered proposal responses to each Lot (2 hard copies/2 electronic copies for Lot 2 AND 2 hard copies/2 electronic copies for Lot 3) or do we submit one complete proposal package containing our response to both Lots combined.	Please refer to Solicitation Section 4.1 - Vendor Submission Content. A separate and distinct Vendor Submission is not required for each Lot. A Vendor providing a Submission for more than one Lot would be required to complete all applicable tabs within Attachment 3 - Technical Submission for each Lot proposed and to submit all required documentation.
204	Solicitation	Solicitation Page	1	Vendor's acceptance/compliance with the provisions and terms of the RFP is subject to Vendor's responses set forth herein.	As stated in Solicitation Section 1.1 - Overview and Purpose of This Solicitation and in the First Round Inquiry Response, the purpose of this Solicitation is to establish a suite of contracts with vendors that have standardized terms and conditions. There are no "one on one" negotiations with vendors regarding the terms and conditions for the centralized contracts. Please see amended Solicitation Section 2.2- Inquiries and Proposed Bid Deviations for further details on process and restrictions.
205	Solicitation	Subcontracting		Please confirm, if awarded a prime contract under lot 2 or 3, we will not be permitted to subcontract to another prime contractor on either of those lots.	Please refer to Solicitation Section 5.8.3 - Subcontracting Between Lots for detailed information.
206	Solicitation	Vendor Submission form	1, 2	To reflect the updates made by OGS in the First Inquiry Round, please update the text in the first paragraph of p1 and the notary block on p2 of this form to include the revision information for Appendix B - General Specifciations ("December 2014 22772 Project Based Information Technology Consulting (Statewide)") consistent with the changes in Section 2.10	Please refer to the amended Solicitation.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
207	Solicitation			Can all three sealed submissions described below – Administrative, Technical, and Financial – be combined into a single box and shipped as one package, or must they be sent separately?	Please refer to Solicitation Section 4.1 - Vendor Submission Content for a complete description of the format and content of Vendor Submissions. All documents can be submitted in one package. Please refer to Solicitation Section 4.5 - Vendor Submission Delivery Instructions for instructions on addressing and labeling of packaging for Vendor Submissions. Attachment 1, Attachment 2 and Attachment 3 need not be sealed separately within the Vendor Submission.
208	Solicitation			Can you confirm if this is the correct number and contents of sealed packages? 1) Administrative – 2 hard copies and 2 USB's of electronic copies of all required forms, with no cost information included – sealed and marked. 2) Technical – 2 hard copies and 2 USB's of electronic copies of the required forms, with no cost information included –sealed and marked. 3) Financial – 2 hard copies and 2 USB's of electronic copies of the required forms, with no administrative or technical information included – sealed and marked.	Please refer to Solicitation Section 4.1 - Vendor Submission Content for a complete description of the format and content of Vendor Submissions. 1) This is the correct number of copies for the Vendor Submission, but there is no requirement to separate and seal these forms within the Vendor Submission. 2) This is the correct number of copies for the Vendor Submission, but there is no requirement to separate and seal these forms within the Vendor Submission. 3) This is the correct number of copies for the Vendor Submission, but there is no requirement to separate and seal these forms within the Vendor Submission.
209	Solicitation			Please clarify the statement in response #487: "OGS is seeking a proposal for each lot". It seems to contradict other responses, e.g., #411: "a separate and distinct Vendor Submission is not required" and #488: "two full packages are not required".	Please refer to Solicitation Section 4.1 - Vendor Submission Content. A separate and distinct Vendor Submission is not required for each Lot. A Vendor providing a Submission for more than one Lot would be required to complete all applicable tabs within Attachment 3 - Technical Submission for each Lot proposed and to submit all required documentation.
210	Solicitation			Please confirm: All required documents can be placed into one binder.	Yes.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
211	Solicitation	3.1		Section 3.1 of the RFP regarding Minimum Qualifications had an amendment to the "After" date for Lot 3 for projects with Government Entities to reflect 1/01/2005 (vs. 1/01/2007). 1) If a project had a start date prior to 1/01/2005, but an end date past 1/01/2005, could that project be used as a qualification? 2) Additionally, if a project regardess of the start date was still ongoing at the time of bid submission, could that project be used (as the pricing would still be current regardless of the start date of the project)?	1) No, the project must have a start date of 1/1/2005 or later. 2) OGS will evaluate the documentation provided and make a determination based upon that review.
212	Solicitation	3.1		Section 3.1 of the RFP regarding Minimum Qualifications had an amendment to the "After" date for Lot 2 for projects with Government Entities to reflect 1/01/2010 (vs. 1/01/2007). 1) If a project had a start date prior to 1/01/2010, but an end date past 1/01/2010, could that project be used as a qualification? 2) Additionally, if a project regardess of the start date was still ongoing at the time of bid submission, could that project be used (as the pricing would still be current regardless of the start date of the project)?	1) No, the project must have a start date of 1/1/2010 or later. 2) OGS will evaluate the documentation provided and make a determination based upon that review.
213	Solicitation			Is the only way to compete for task orders under Lot 1 to be pre-approved on the contract?	Yes. A vendor must be awarded a contract for the Lot in which it wishes to compete.
214		NA	NA	Add the following clause: Management Decisions – OGS acknowledges and agrees that Contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, OGS or an Authorized User. The Contractor will not perform management functions or make management decisions for OGS or an Authorized User.	OGS declines this change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
215		NA	NA	Add the following clause: Third Party Usage – Notwithstanding any other term in the Contract, any advice, recommendations, information, deliverables or other work product provided to OGS or an Authorized user under this Contract or an Authorized User Agreement is for the sole use of OGS or an Authorized User, and is not intended to be, and may not be, relied upon by any third party, and all advice, recommendations, information, deliverables, or other work product may be marked to so indicate. Except for disclosures that are required by law or that are expressly permitted by this Contract, OGS or an Authorized user will not disclose or permit access to such advice, recommendations, information, deliverables, or other work product to any third party without the Contractor's prior written consent.	OGS declines this change.
216		NA	NA	Add the following clause: California Accountancy Act – For engagements where services will be provided by the Contractor through offices located in California, OGS acknowledges that certain of Contractor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16 Cal. Code Regs. sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various localities.	OGS declines this change.
217		NA	NA	Add the following clause: Electronic Communications – Contractor may communicate with OGS or an Authorized User by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. OGS accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications and the risks of viruses or other harmful devices). OGS agrees that the final hardcopy version of a document, including a deliverable, or other written communication that Contractor transmits to OGS or an Authorized User shall supersede any previous versions transmitted electronically by Contractor to OGS or an Authorized User unless no such hard copy is transmitted.	OGS declines this change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
218		NA	NA	Add the following clause: Active Spreadsheets and Electronic Files – Contractor may use models, electronic files, and spreadsheets with embedded macros created by Contractor to assist Contractor in providing the services under the Contract or an Authorized User Agreement. If OGS or an Authorized User requests a working copy of any such model, electronic file or spreadsheet, Contractor may, at its discretion, make such item available to OGS or an Authorized user for the internal use of OGS or an Authorized User only and such item shall be considered a deliverable (subject to the requirements herein); provided that OGS or an Authorized User is responsible for obtaining the right to use any third party products necessary to use or operate such item.	OGS declines this change.
219		NA	NA	Add the following clause: Volume Rebates – Where Contractor is reimbursed for expenses, it is Contractor's policy to bill clients the amount incurred at the time the good or service is purchased. If Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor's standard billing rates and certain transaction charges that may be charged to clients.	OGS declines this change.
220		NA	NA	Add the following clause: OGS Vendors – OGS is aware that Contractor may be providing assurance, tax and/or advisory services to other actual or potential vendors of OGS. Contractor will perform an internal search for any potential client conflicts relating to any OGS's vendors identified by OGS as having a role in connection with Contractor's performance of this Contract. OGS hereby agrees that a vendor's status as a Contractor client does not impact Contractor's engagement to perform this Contract. Contractor will advise OGS of any conflicts of interest that could prevent it from performing the Contract. However, Contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in Contractor's firm. Should any new information come to Contractor's attention, Contractor will promptly inform OGS. Contractor shall perform this Contract in accordance with applicable professional standards.	OGS declines this change.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
221				On the Solicitation for IT Services – Group 73600 – is the response to include ONLY the attachments that need a response or do you require even the blank (not relevant to the response) pages sent back . As an example - Attachment # 5 is an example of a Mini -Bid format – do you need this all printed and sent back with the response or are we to only send back the attachments and forms that require a response or information filled in ?	Please refer to Solicitation Section 4.1.3 - Submission Checklist for a list of the documents that make up a complete Vendor Submission.

No.	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation (Paste from Vendor Submission)	Proposed Response
222				In reviewing the 800+ vendor questions, there seemed to be little support for material changes to terms and conditions or general business conditions as defined within the RFP, on which this contract will be based, as evidenced by the preponderance of "OGS respectfully declines any further amendments" or similar responses. While there is certainly not an expectation that every issue be decided in favor of the vendor community, a contract resulting from the currently proposed conditions places an undue portion of project risks with the vendor, including scenarios where authorized users are negligent or contributory to deviations. We understand and support the State's decision to standardize the terms and conditions (T&Cs) of this enterprise contract for project consulting contracts. However, the current T&Cs place an unfair burden on the vendors, particularly those large vendors that must evaluate the risk of each contract against various legal and regulatory constraints. These constraints may be less relevant to smaller companies where the burden of legal and regulatory compliance are less relevant. The unbalanced risk profile that results from terms similar to those which are serving as the basis of this contract will limit the range of vendors and solutions offered to authorized users, and will also contribute to increased costs as vendors compensate to mitigate the increased risks they must bear. As a result, the State may be creating a situation where less qualified vendors are the only resources available or highly qualified vendors require a premium to do business with New York State. Either way, this seems to be contradictory to executing IT services within a best practices framework and procurement practices getting best value through a competitive process. We respectfully ask that in addition to answering the new questions contained within, that OGS also revisit the original set of questions with the above perspective in mind. Our motivation in forwarding this request is simply to increase the value, usability and workability of the resulting contract available to the authorized users, thus increasing their ability to deliver successful and cost efficient projects.	There is no question presented in this instance.