

Additional Insurance and MWBE Inquiry Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
1	Attachment 5 – Vendor Insurance Requirements	1.10 Additional Insured / Loss Payee Status	4	Please confirm that for Section 1.10, "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents, and employees" must be included as an additional insured.	Yes, this is correct.
2	Attachment 5 – Vendor Insurance Requirements	1.10 Additional Insured / Loss Payee Status	4	Please confirm that for Section 1.10, "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents, and employees" must be included as Loss Payees for the types of insurance noted in Section 1.10.	Yes, this is correct.
3	Attachment 5 – Vendor Insurance Requirements	1.3 Certificate of Insurance/Notices	2	Regarding policy cancellation, changes or non-renewal, please amend the first paragraph of page 2 to add the following sentence after the first sentence, "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." Insurance renewal policies and pricing may be negotiated up to the last days of the policy, and it is not practical to give notice 30 days in advance. Further, 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 this language for the past two years or so the language quoted above in lieu of the language used in the Solicitation.	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices
4	Attachment 5 – Vendor Insurance Requirements	1.3 Certificate of Insurance/Notices	3	Will the State define "Materially Changed", or in the alternative accept language that states that notice will be provided in accordance with the policy provisions?	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices
5	Attachment 5 – Vendor Insurance Requirements	1.3 Certificate of Insurance/Notices	2	Request state remove the word "materially" from the following paragraph. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment, in which case, notice shall be provided as required by law to OGS. The prospective	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.

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				awardee/Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of the required coverages during the period of time such coverages are required to be in effect.	
6	Attachment 5 – Vendor Insurance Requirements	1.4 30 Days' Prior, Written Notice	2	This provision provides that OGS may otherwise agree. At what point will the vendor be able to discuss its insurance program with the State?	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
7	Attachment 5 – Vendor Insurance Requirements	1.4 30 Days' Prior, Written Notice	2	Vendor has been told by our broker that no endorsement policy is available to provide third party notice for Workers Compensation policy. Can this section be revised accordingly?	The Solicitation does not require an endorsement for Worker's Compensation and Disability Benefits. Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
8	Attachment 5 – Vendor Insurance Requirements	1.4 30 Days' Prior, Written Notice	2	30 Days' Prior, Written Notice - Per our insurance broker, although we are able to provide an endorsement of any cancellations, there is no endorsement available to notify a 3rd party of material changes. Can this section be revised accordingly?	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices
9	Attachment 5 – Vendor Insurance Requirements	1.5 Policies and Certificates of Insurance	2	Please revise the first sentence of the first paragraph of Section 1.5 on page 2 to read as follows, "Within 10 business days after the expiration date or renewal date of the required insurance, Vendor and Contractors shall supply OGS with updated replacement Certificates of Insurance, and amendatory endorsements." Our insurance carrier does not provider certificates prior to renewal, only after we renew our insurance.	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Sections 1.3 Certificates of Insurance/Notices and 1.7 Policy Renewal/Expiration.
10	Attachment 5 – Vendor Insurance Requirements	1.5 Policies and Certificates of Insurance	2	Please amend the text in Section 1.5. It is unreasonable to withhold payments for work performed satisfactorily due to a defect in insurance coverage, especially because most OEM contractors will have sufficient resources to pay a claim notwithstanding insurance coverages. Most OEMs responding to this RFP have more than enough financial wherewithal to pay claims in the amounts of limits required. Any such company should not be penalized because this term or that of its insurance program is deemed by OGS as not being in compliance, especially because insurance does not limit contractor's liability.	OGS respectfully declines to make the requested change as it will not prospectively limit the rights and remedies available to the State, OGS and the Authorized Users of the Contract.

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11	Attachment 5 – Vendor Insurance Requirements	1.5 Policies and Certificates of Insurance	2	Please amend the text in Section 1.5 to provide that OGS or Authorized Users may only withhold further payments due under any Contract resulting from this solicitation and/or treat such failure as a material breach or default of any Contract resulting from this solicitation if such failure to provide or maintain the insurance required causes actual, direct, foreseeable harm to OGS or Authorized Users and such harm is in excess of the amount of the payments due. It is unreasonable to withhold payments for products and services delivered due to a technical defect in insurance coverage that has no material impact on the value of goods and services received by the Authorized User.	OGS respectfully declines to make the requested change as it will not prospectively limit the rights and remedies available to the State, OGS and the Authorized Users of the Contract.
12	Attachment 5 – Vendor Insurance Requirements	1.5 Policies and Certificates of Insurance	2	Certificates of insurance may not include all of the information required by this section. Will the State agree to approve the vendor's insurance program after bid award?	All proof of insurance is required at time of Solicitation response. Please see revised Attachment 5 - Vendor Insurance Requirements.
13	Attachment 5 – Vendor Insurance Requirements	1.5 Policies and Certificates of Insurance	2 and 3	Vendor's insurance program may not meet all of the provisions required by this section. Will the Authorized User be able to agree to the vendor's insurance program on a particular RFQ?	OGS respectfully declines to make the requested change. All proof of insurance is required at time of Solicitation response. Please see revised Attachment 5 - Vendor Insurance Requirements.
14	Attachment 5 – Vendor Insurance Requirements	1.5 Policies and Certificates of Insurance	2	Request this section exclude Technology Errors and Omissions/Data Breach and Privacy/Cyber Liability , Workers Compensation and employers Liability Insurance and Crime Insurance	Please see revised Attachment 5 - Vendor Insurance Requirements.
15	Attachment 5 – Vendor Insurance Requirements	1.5 Policies and Certificates of Insurance	2	Request that the state add: "Vendor will make best efforts" to meet the 30 day requirement.	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
16	Attachment 5 – Vendor Insurance Requirements	1.6 Primary Coverage	3	Please consider adding a provision that says that 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, can self-insure any of the required insurance? We are a company with over \$40 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 respectfully declines to make the requested change. Please see revised Section 1.8 Self-Insured Retention/Deductibles.

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17	Attachment 5 – Vendor Insurance Requirements	1.6 Primary Coverage	3	Please explain the approval process for OGS to approve self-insurance retentions above \$100,000.	The process involves a determination that the vendor has the financial capacity to cover the retention and OGS gaining an understanding of how the program is administered.
18	Attachment 5 – Vendor Insurance Requirements	1.6 Primary Coverage	3	1) Primary Coverage. Vendor has been told by our broker that Vendor's Crime Policy is a property policy and therefore, the primary and non-contributing provision would not be applicable.2) In addition, workers compensation is statutory and no endorsement of this kind is available. Can this section be revised accordingly?	1) Primary and non-contributory coverage is not required of the vendor's crime policy.2) The Solicitation does not require an endorsement for Worker's Compensation and Disability Benefits.
19	Attachment 5 – Vendor Insurance Requirements	1.7 Policy Renewal/Expiration	3	Request this section exclude Technology Errors and Omissions/Data Breach and Privacy/Cyber Liability , Workers Compensation and employers Liability Insurance and Crime Insurance	OGS respectfully declines to make the requested change. Please see revised Attachment 5 - Vendor Insurance Requirements.
20	Attachment 5 – Vendor Insurance Requirements	1.7 Policy Renewal/Expiration	3	Request to add to this section that the Crime insurance will list these entities as Loss Payee.	Please see revised Attachment 5 - Vendor Insurance Requirements.
21	Attachment 5 – Vendor Insurance Requirements	1.7 Policy Renewal/Expiration	3	Request the following be deleted (on Insurance Service Office's (ISO) form number CG 20 10 11 85 or the equivalent). Reason for removal is because it covers the sole negligence of 3rd parties. Therefore, you are including NYS for their negligence by making that claim on the form.	OGS respectfully declines to make the requested change. Section 1.10 Additional Insured / Loss Pay Status and 2.1.1 states, in part, "CG 20 10 11 85 <u>or the equivalent</u> ." [underlining added]
22	Attachment 5 – Vendor Insurance Requirements	1.7 Subcontractors	3	Many service engagements do not require additional insured status for the Cyber Liability or Crime policies. Will OGS revise this section to say loss payee instead of additional insured?	The additional insured requirement does not apply to Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, Workers' Compensation and Disability coverage. Please see revised Section 1.10 Additional Insured/Loss Payee for additional information.
23	Attachment 5 – Vendor Insurance Requirements	1.8 Self-Insured Retention/Deductibles	4	The vendor manages a complex, confidential insurance program that provides it with a competitive advantage and does not procure individual policies for every State contract. As such, it may be unable to comply with the requirement that prior approval be sought before changes in deductibles are made. Please remove the first sentence of Section 1.8.	Please see revised Section 1.8 Self-Insured Retention/Deductibles.

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24	Attachment 5 – Vendor Insurance Requirements	1.8 Self-Insured Retention/Deductibles	4	Would the State accept a corporate financial report to demonstrate financial stability in lieu of providing details on deductibles/self insured retentions?	The requirements can be met through self-insurance programs which comply with the requirements of Attachment 5. A Vendor would provide a summary of their self-insured program with all pertinent information.
25	Attachment 5 – Vendor Insurance Requirements	2 Insurance Requirements	5	Please confirm that if an Authorized User requires additional insurance and/or increased insurance coverages on a particular RFQ that the vendor may choose not to bid due to the increased cost of insurance and the inability to change its rates for services.	If an RFQ includes additional insurance requirements, a Contractor may choose not to respond to the RFQ.
26	Attachment 5 – Vendor Insurance Requirements	2.1 Commercial General Liability Insurance	5	General commercial liability insurance policies do not insure against every indemnity or defense obligation written in a contract. Please confirm that "• Defense and/or indemnification obligations, including obligations assumed under any Contract resulting from this Solicitation ;" only applies to those indemnities that are typically covered by a general commercial policy.	OGS is not prospectively limiting any indemnification rights the State has as a result of the Contract.
27	Attachment 5 – Vendor Insurance Requirements	2.1 Commercial General Liability Insurance	5	Please confirm that "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents, and employees" must be included as an additional insured.	Yes, this is correct.
28	Attachment 5 – Vendor Insurance Requirements	2.1 Commercial General Liability Insurance	5	Commercial General Liability Insurance - Products/Completed Operations for 3 years: Based on the fact General Liability is an occurrence based form, our broker has relayed that this would not apply. Can this section be revised accordingly?	This has been deleted. Please see revised Section 2.1 Commercial General Liability Insurance.
29	Attachment 5 – Vendor Insurance Requirements	2.1 Commercial General Liability Insurance	5	Commercial General Liability Insurance - Contractor means and methods: Our broker has relayed that this is a coverage only used in the construction industry and is not applicable to the Products under this RFP. Vendor requests that this be removed from the umbrella contract and if required for a specific Authorized User procurement, it can be included in the RFQ.	Contractor means and methods has been removed. Please see revised Section 2.1 Commercial General Liability Insurance.

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30	Attachment 5 – Vendor Insurance Requirements	2.1 Commercial General Liability Insurance	5	If our policy has vicarious liability, will this be acceptable in lieu of coverage for independent contractors under CGL Insurance? If the State agrees, will "independent contractor under aggregate limits in the same section be deleted?"	All Vendors responding to this Solicitation must maintain their own Commercial General Liability coverage.
31	Attachment 5 – Vendor Insurance Requirements	2.1 Commercial General Liability Insurance	5	"Aggregate limits shall apply on a per location basis". Will the State consider replacing "location", with "occurrence"?	OGS respectfully declines to make the requested change.
32	Attachment 5 – Vendor Insurance Requirements	2.1 Commercial General Liability Insurance	6	Please define Contractor means and methods?	Contractor means and methods has been removed. Please see revised Section 2.1 Commercial General Liability Insurance.
33	Attachment 5 – Vendor Insurance Requirements	2.1.2 Excess/Umbrella Liability (CGL)	6	Excess/Umbrella Liability - The Umbrella Liability policy will not have an endorsement showing OGS is an Additional Insured. There is a provision in the policy that they will honor an Additional Insured who is included on the primary policy. Will OGS accept this provision in the policy?	Yes, this is acceptable.
34	Attachment 5 – Vendor Insurance Requirements	2.1.2 Excess/Umbrella Liability (CGL)	4	Request the deletion of (• CG 20 10 11 85 or an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B); and). Reason for removal is because it covers the sole negligence of 3rd parties. Therefore, you are including NYS for their negligence by making that claim on the form.	OGS respectfully declines to make the requested change. Section 1.10 Additional Insured / Loss Pay Status and 2.1.1 states, in part, "CG 20 10 11 85 <u>or the equivalent.</u> [underlining added]"
35	Attachment 5 – Vendor Insurance Requirements	2.1.2 Excess/Umbrella Liability (CGL)	4	Request the deletion of (The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as "Loss Payees."). Reason being as this section relates to Crime Insurance.	Third party fidelity has been removed from Section 2.1 Commercial General Liability. Please see revised Attachment 5 - Vendor Insurance Requirements, revised Section 2.1.2 Commercial General Liability Insurance.
36	Attachment 5 – Vendor Insurance Requirements	2.2 Comprehensive Business Automobile Liability Insurance	6	Please confirm that "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents, and employees" must be included as an additional insured.	Yes, this is correct.

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37	Attachment 5 – Vendor Insurance Requirements	2.2.2 Excess/Umbrella Liability (Auto)	5	Request the deletion of this section in its entirety, as it relates to Crime Insurance.	Third party fidelity has been removed from Section 2.2 Comprehensive Business Automobile Insurance. Please see revised Section 2.1.2 Commercial General Liability Insurance.
38	Attachment 5 – Vendor Insurance Requirements	2.3 Data Breach and Privacy/Cyber Liability	5	Item 10 (Staffing or Other Support Services) are not considered to be in scope under the resulting contract. We ask that this item be deleted.	OGS respectfully declines to make the requested change.
39	Attachment 5 – Vendor Insurance Requirements	2.3 Data Breach and Privacy/Cyber Liability, 2.4 Technology Errors and Omissions	7 & 9	Data Breach and Privacy/Cyber Liability and Technology Errors and Omissions - Cyber Theft will be covered under the Crime policy; not the Cyber and Technology E&O policies. Can these sections be revised accordingly?	Please see revised Sections 2.3 Data Breach and Privacy/Cyber Liability and 2.5 Crime Insurance.
40	Attachment 5 – Vendor Insurance Requirements	2.3 Data Breach and Privacy/Cyber Liability, 2.4 Technology Errors and Omissions	7 & 8	Data Breach, Privacy Liability, Technology E&O - OGS separated Data Breach, Privacy/Cyber Liability and Technology E&O into 2 policies in the April 8, 2015 revision. Vendor's policy is one aggregate limit (\$1,000,000) to all coverages. Is this acceptable?	Yes, this is acceptable.
41	Attachment 5 – Vendor Insurance Requirements	2.3 Data Breach and Privacy/Cyber Liability, 2.4 Technology Errors and Omissions, 2.5 Crime Insurance	7,8,9	Data Breach and Privacy/Cyber Liability, Technology E&O, Crime Insurance - If we are bidding on multiple Lots, do we need an aggregate sum of the minimum insurance coverage specified in the table for the policy? For example, if we are bidding Lots 1 and Lots 2, would we need a \$2,000,000 policy?	No, a Vendor responding to multiple Lots does not need the aggregate sum of the minimum insurance coverage.
42	Attachment 5 – Vendor Insurance Requirements	2.3.1 Endorsements, Data Breach and Privacy/Cyber Liability	6	Request this paragraph be deleted (The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as “Loss Payees.”).	The paragraph referenced in the inquiry is within section 2.5 Crime Insurance, which is the only section which requires third party fidelity. OGS declines to make the requested deletion.
43	Attachment 5 – Vendor Insurance Requirements	2.3.1, 2.4.2, 2.5, 2.4.3, 2.4.1 Tail Coverage	3	In lieu of a tail coverage, would state accept a retroactive date for the policy that would cover losses during the contract period? Vendor will provide annual proof of coverage.	Yes, this is acceptable as long as the Contractor continues to maintain coverage during the Contract and provides annual proof.

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44	Attachment 5 – Vendor Insurance Requirements	2.4 Technology Errors and Omissions	6	Please confirm that contractor can self-insure the Crime insurance requirement if the limit required is \$5 million or less, and have a deductible as high as \$5 million, if the limit required is more than \$5 million? We purchase Crime insurance, but the deductible in our policy is \$5 million. But we are a company with over \$20 billion a year in revenue, so buying our Crime insurance this way makes sense, and we can easily pay a \$5,000,000 employee dishonesty loss.	OGS respectfully declines to make the requested change. Please see revised Section 1.8 Self-Insured Retention/Deductibles.
45	Attachment 5 – Vendor Insurance Requirements	2.4 Technology Errors and Omissions	8	Please confirm that "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents, and employees" must be included as an additional insured.	Yes, this is correct.
46	Attachment 5 – Vendor Insurance Requirements	2.4 Technology Errors and Omissions	6	Request the word "Discovered" be added to ""loss discovered form"	OGS cannot provide a response as we cannot find a reference to "loss form."
47	Attachment 5 – Vendor Insurance Requirements	2.4 Technology Errors and Omissions	7	Request the following bullet be deleted (• Any warranties required by the Vendor's and Contractor's insurer as a result of this Solicitation must be disclosed and complied with.). We ask to remove, as this is information shared between the insurer and insurance company. These should not be disclosed to another party.	The provision "Any warranties required by the Vendor's and Contractor's insurer as a result . . ." only applies to Crime.
48	Attachment 5 – Vendor Insurance Requirements	2.4 Technology Errors and Omissions	7	Request that Cyber and Cyber Liability be deleted from the following: (• The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as "Loss Payees.")	OGS respectfully declines to make the requested change.
49	Attachment 5 – Vendor Insurance Requirements	2.4 Technology Errors and Omissions	7	Request that Extended Theft be deleted from the following: (• The policy shall include coverage for extended theft and mysterious disappearance.)	The item referenced in the inquiry is within section 2.5 Crime Insurance, which is the only section which requires coverage for theft and mysterious disappearance. OGS declines to make the requested deletion.

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50	Attachment 5 – Vendor Insurance Requirements	2.5 Crime Insurance	10	Standard insurance policies may not be written to provide coverage for "Said insurance shall extend coverage to include the principals (all directors, officers, agents and employees of the Vendor and Contractor as a result of this Solicitation." Please confirm that this only applies to the extent that a standard policy would provide coverage for vendor employees.	OGS respectfully declines to make the confirmation.
51	Attachment 5 – Vendor Insurance Requirements	2.5 Crime Insurance	10	Extended reporting period of no less than three (3) years. Vendor's Crime Policy is an occurrence based form, therefore, this would not apply. Can this section be revised accordingly?	OGS respectfully declines to make the requested change.
52	Attachment 5 – Vendor Insurance Requirements	Intro	1	The vendor will not provide full insurance policies, as certificates of insurance are used in the industry to represent insurance coverage. The vendor's insurance policies are proprietary, trade secrets that provide it with a competitive advantage. Please confirm that the State will delete the requirement to provide full policies where other sufficient evidence of the required insurance coverage is provided.	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
53	Attachment 5 – Vendor Insurance Requirements	Intro	1	Vendor will not provide full insurance policies to the State. Will the State remove this requirement so as to enable robust competition and not decrease the number of responsive vendors due to additional unreasonable terms and conditions?	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
54	Attachment 5 – Vendor Insurance Requirements	Intro	1	As vendor has existing contracts with the State and the State has approved its insurance program for those contracts, please confirm that the vendor's insurance	The requirements within Attachment 5 - Vendor Insurance Requirements are unique to this Solicitation. A Vendor must provide

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				program does not have to be changed to meet the requirements of this Attachment.	all Insurance required within Attachment 5 – Vendor Insurance Requirements with a Solicitation response. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
55	Attachment 5 – Vendor Insurance Requirements	n/a		<p>The template used for this solicitation was used for another solicitation earlier this year – in which the Crime was amended to \$50,000 limit, which makes sense as the crime coverage you describe in the solicitation would be for the vendor’s asset protection and not the protection of the People of the State of NY.</p> <p>A crime limit of \$2,000,000 / \$5,000,000 / \$10,000,000 far exceeds the necessity of most of the vendors as well as eligibility guidelines for most standard Insurance Carriers for the specific coverage parts you listed.</p>	The requirements within Attachment 5 - Vendor Insurance Requirements are unique to this Solicitation. An assessment by OGS has determined that all minimum Insurance limits are commensurate with the Products of the Solicitation.
56	Attachment 5 – Vendor Insurance Requirements	n/a		Please advise if Crime is being addressed in the upcoming update.	Please see revised Attachment 5 – Vendor Insurance Requirements.
57	Attachment 5 – Vendor Insurance Requirements	Vendor Insurance Requirements	1	"Vendor shall be required to procure, at its sole cost and expense, all insurance required by Section 2 of this Attachment 5 and, unless otherwise required by this Section, provide proof of the same with Solicitation response."Obtaining these policies in anticipation of an award is a very large expense for a business. Would NYS OGS accept submission of the policies after award?	A Vendor must provide all Insurance required within Attachment 5 – Vendor Insurance Requirements with a Solicitation response. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
58	Attachment 5 – Vendor Insurance Requirements	Vendor Insurance Requirements	1	<p>"For all Lots, evidence of insurance must be provided in the form of full policies for all required insurance as specified in Section 2 of this Attachment 5."</p> <p>Due to the inclusion of highly confidential, trademarked, and/or sensitive customer information in our insurance policies, would NYS OGS allow redacted submissions of the full insurance policies?</p>	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award.. Please see revised Section 1.5 Policies and Certificates of Insurance for a

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					comprehensive list of insurance documentation required with Solicitation response.
59	General			Please delete any requirement that the contractor provide full copies of the insurance policies. It is not commercially reasonable to require that a vendor provide complete copies of its insurance policies, which are particularly sensitive non-public information.	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
60	General			If the Acord form does not provide sufficient detail to provide evidence for certain insurance coverages, please revise the RFP to request only relevant excerpts of insurance policies to address the specific details of the particular types of coverages not provided in the Accord form. This type of information is very sensitive, and requests for documentation should be narrowly tailored to assess only the particular information needed for OGS to verify the requirements.	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
61	Solicitation	2.1 Vendor Eligibility	27	Can we submit as a prime for Lot 4 and as an MBE subcontractor for Lot 1, 2 & 3?	A Vendor is not eligible for a Lot 4 – Implementation Contract unless also awarded a Contract under Lots 1, 2 or 3.
62	Solicitation	3.1.1 Electronic Submissions and 3.12 Hardcopy Submissions	34, 35	Our insurance policies were renewed on April 1, 2015, and for certain coverages we changed insurers. The new policies have not been issued yet, although the binders have been provided by the insurers to document that the coverage is in effect. Typically it takes up to 60 days or more after renewal for insurance providers to issue the new policies. Therefore, we may be unable to provide copies of the current policies with our RFP response	A binder is acceptable. However, it must include a complete list of the coverage forms and endorsements that will be part of the issued policies.

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				submission due on May 28, 2015. In this case, will OGS amend the response requirements so that if a given current full policy has not been issued by the insurer, a Bidder can instead provide the current binder with its RFP response and provide the full policy when it is issued by the insurer?	
63	Solicitation	3.1.1 Electronic Submissions and 3.12 Hardcopy Submissions	34 and 35	Please revise the RFP that a Insurance Certifiante with the required coverage is required with the proposal submission and a copy of bidders Insurance Policy must be submitted within 5 business days of the issuance of the Intent to Award.	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
64	Solicitation	3.1.1 Electronic Submissions and 3.12 Hardcopy Submissions	34 and 35	Can the bidder deem their Insurance Policy Confidential and not subject to any Public Record request?	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award. Please see revised Section 1.5 Policies and Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
65	Solicitation	3.12 Hardcopy Submissions	35	The Solicitation was amended to now require that Bidders provide full printed versions of five different insurance policies. We estimate that these five policies will total approximately 400 pages. Given that Bidders now also have to provide hardcopies of Attachment 1 - Price Pages, which alone could be several hundred printed pages, we respectfully request that Bidders be allowed to submit the five required full insurance policies only in electronic	Attachment 5 – Vendor Insurance Requirements has been revised to remove the requirement of full insurance policies with Solicitation response. However, OGS reserves the right to require Vendors to explain or supplement their evidence of insurance prior to Contract award. Please see revised Section 1.5 Policies and

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				format and that the requirement for hardcopy policies be removed.	Certificates of Insurance for a comprehensive list of insurance documentation required with Solicitation response.
66	Solicitation	4.10.3.1 MWBE Contract Goals	39	When we have a transaction which includes software licenses, maintenance, and implementation services, would MWBE goals be achieved if the total MWBE dollar share equals the dollar value of the software and implementation services participation percentages, even if, for example, the MWBE participation in the software component is less than 20%?	MWBE goals apply to each Lot. Please see Solicitation Section 4.10.3.1 MWBE Contract Goals for additional information.
67	Solicitation	4.10.3.3 (b) Commercially Useful Function	41	Identifying sales for each lot puts an extreme burden on the MWBE partners that are executing sales for the manufacturer. This would mean that the partner would have to identify the lot that applies to each individual part sold under the contract for compliance reporting and MWBE reporting. For the lots that require MWBE reporting, would the state consider using an overall MWBE goal percentage that covers all lots on the contract?	MWBE goals apply to each Lot. Please see Solicitation Section 4.10.3.1 MWBE Contract Goals for additional information.
68	Solicitation	8.35.3 Contract Goals	60	Does the State intend for these contract goals to apply to the Software portion (Lot 2) of the RFP when the Vendor is not a reseller? If so, can the State indicate in what manner such a Vendor could meet the contract goals?	It will be up to the Manufacturer to determine if a Reseller and/or subcontractor for their organization would be providing a commercially useful function. If so, certified MWBE Reseller sales count towards MWBE goal fulfillment. Please see Solicitation Sections 4.10.3.5 Required Good Faith Efforts and 4.10.3.4 Request for Waiver for additional information. The OGS Office for Minority- and Women- Owned Business Enterprises evaluates Manufacturer's actions on a case-by-case basis to determine whether the Manufacturer has demonstrated sufficient good faith efforts. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority- and Women- Owned Business Enterprises Designated

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					Contacts identified in Solicitation Section 4.10.3.1.

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1	Appendix B – 22802 General Specifications	26 Contract Creation/Execution	5	Modify per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change.
2	Appendix B – 22802 General Specifications	10 Prevailing Wage Rates	3	1) What Lots contain work or portions of work that would be subject to the prevailing wage rate provisions described in Section 10? 2) If it is unknown, would the State acknowledge that the pricing could be adjusted if applicability is determined after pricing has been provided so that the provider may comply with the law referenced?	1) See Solicitation Section 4.14 Prevailing Wage Rates - Public Works and Building Services Contracts for additional information. 2) See Solicitation Section 2.14 Pricing for additional information.
3	Appendix B – 22802 General Specifications	15 Remanufacture	4	Once an order is placed, may a vendor replace a product with a "like new" part if it was not identified as remanufactured in our bid?	No. Please see Solicitation Section 2.6.2.2 Refurbished or Remanufactured Parts for additional information.
4	Appendix B – 22802 General Specifications	16 Products Made in Public Institutions	4	Does the prohibition against Products "provided, manufactured or produced" in public institutions apply only to final Products, or does it apply to each and every component of the Product?	Please see Appendix B Section 2, Definition for Product.
5	Appendix B – 22802 General Specifications	17 Pricing	4	Modify per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
6	Appendix B – 22802 General Specifications	17 Pricing, b Net Pricing	4	Please advise what a cash discount is? Please add "if applicable" after cash discount.	This refers to the discounts referenced in Attachment 2, Vendor Questionnaire, item 5c, 6 and 7 and any other applicable discounts.
7	Appendix B – 22802 General Specifications	17 Pricing, e Third Party Financing	4	Will we be allowed to see the form and have the right to make changes to such form? Will we be allowed to reject	Appendix B, Section 17 Pricing (e) states, in part, ". . . Contractor <u>may</u> be required as a condition of Contract Award to agree to the

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				terms and conditions of a "Consent & Acknowledgment Agreement"?	terms and conditions of a "Consent & Acknowledgment Agreement" in a form acceptable to the Commissioner [underlining added]."
8	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Competition provides the best incentive to vendors to keep their prices reasonable. Please consider removing this section.	OGS respectfully declines to make the requested change.
9	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	If the Contractor offers the same products at the same prices, on a contractual basis, to other federal, state and local entities, but provides spot pricing for those same articles under these other contracts, will those spot prices trigger application of this clause?	Please see Appendix B, 17 Pricing, Section g Specific Price Decreases for additional information.
10	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Please delete as this is too broad and needs to be removed. If it cannot be removed, please more clearly define the parameters of the transactions that would apply.	OGS respectfully declines to make the requested change and to provide the requested clarification.
11	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Please insert the word "New York" before "state or local governmental entity"	OGS respectfully declines to make the requested change.
12	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	We are requesting the state remove the Best Pricing Offer requirement in 17.f and replace it with "the Contractor will offer the State GSA schedule pricing." The current language of "same" or "similar terms" is ambiguous and will potentially lead to disputes.	OGS respectfully declines to make the requested change.
13	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	We request that Section (f) be modified to read: (f) Best Pricing Offer During the Contract term, if the same quantity of a Product is sold by the Contractor outside of this Contract upon the same terms and conditions as that of this Contract at a lower price to a state or local governmental entity, the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price. Except to the extent mandated by law, in no event shall the Authorized User be entitled to any refunds or credits as the result of such change in price for Product.	OGS respectfully declines to make the requested change.
14	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer	4	Would the State consider limiting this provision to only those circumstances where the procurement, including size, quantity, quality, customization, etc., is substantially similar to the procurement here?	OGS respectfully declines to make the requested change.

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15	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer		Best pricing and discount requirements for the same or similar quantities for similar terms will likely set the floor for the vendor's future transactions. Further, inclusion of this provision discourages competition and will ultimately raise the state's prices, as vendors are forced to develop complex compliance monitoring processes to ensure that their pricing is in alignment with this provision. In some cases, vendors may have to track thousands of sales across the globe on a daily basis. The tracking is at the single-sale level for all federal, state and local customers, which is impracticable to track.	Appendix B, Section 17 Pricing (f) states, "During the Contract term, <u>if substantially the same or a smaller quantity</u> of a Product is sold by the Contractor outside of this Contract upon the <u>same or similar terms and conditions</u> as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, <u>at the discretion of the Commissioner</u> , shall be immediately reduced to the lower price.[underlining added]"
16	Appendix B – 22802 General Specifications	17 Pricing, f Best Pricing Offer, g Specific Price Changes	5	In the previous Inquiry and Bid deviations submission responses, the State declined to make any changes to this provision. Because it is nearly impossible for any large company to ensure compliance with this provision, and the consequence of failing to comply is significant, how does the State propose that large vendors proceed?	Appendix B, Section f 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 <u>the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity</u> , the price under this Contract, at the discretion of the Commissioner, shall be immediately reduced to the lower price.[underlining added]" If OGS finds that a Contractor is not offering pricing as specified within Appendix B, Section f, OGS may discuss with the Contractor to ascertain whether or not a price adjustment is warranted.
17	Appendix B – 22802 General Specifications	17 Pricing, g Specific Price Decreases	4	Vendor takes exception to the clauses contained within this paragraph (g) and ask that the State delete.	OGS respectfully declines to make the requested change.
18	Appendix B – 22802 General Specifications	17 Pricing, h Cost Proposal Revisions	5	Please define "initial price."	This refers to the price proposed prior to any Cost Proposal Revision process(es).
19	Appendix B – 22802 General Specifications	17(f) Best Pricing Offer		Regarding the "most favored customer" clause: Unlike federal and other state customers, the tracking for this contract is at the single sale level for all federal, state and local customers, which is impracticable to track. Pricing is usually tracked against a specific "tracking customer" or at the master contract level.	Appendix B, Section 17 Pricing (f) states, "During the Contract term, <u>if substantially the same or a smaller quantity</u> of a Product is sold by the Contractor outside of this Contract upon the <u>same or similar terms and conditions</u> as that of this Contract at a lower

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					price to a federal, state or local governmental entity, the price under this Contract, <u>at the discretion of the Commissioner</u> , shall be immediately reduced to the lower price. <u>[underlining added]</u> "
20	Appendix B – 22802 General Specifications	2 Definitions	1	Include the negotiated definition modifications from "OGS Contract X' and "OGS Contract X', e.g. Enterprise Hardware Code, License Effective Date, Materials, etc.	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
21	Appendix B – 22802 General Specifications	2 Definitions, ff Subcontractors 44 Subcontractors and Suppliers	2, 8	We are requesting that the State adjust the definition of subcontractors to mean a person or entity that comes on-site at the State of New York and works specifically with the State's information and data. We have multiple data centers across the country that are providing equipment and services and that would not be specific to the State of New York. We are a multi-tenant cloud service that has thousands of customers all holding data in the same data center.	OGS respectfully declines to make the requested change.
22	Appendix B – 22802 General Specifications	2 Definitions, q Licensor	2	We are providing COTS Product. Therefore, we cannot transfer rights, we grant a right to use the COTS Product. Please consider changing "transfers" to "grants."	OGS respectfully declines to make the requested change.
23	Appendix B – 22802 General Specifications	27 Participation in Centralized Contracts	6	Modify paragraph d. per the negotiated language in "OGS Contract X'.	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
24	Appendix B – 22802 General Specifications	27 Participation in Centralized Contracts, b Non-State Agency Authorized Users	6	Please confirm that "Non-State Agency Authorized Users" are meant Users located within the state of New York and not Users outside the state of New York.	Please see Appendix B, Section 2 Definitions, b Authorized User(s) for additional information.

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25	Appendix B – 22802 General Specifications	27 Participation in Centralized Contracts, e Contract Migration	6	This allows Authorized Users with current contracts in place with Vendor to migrate to the centralized contract. Vendor would like to clarify that an Authorized User will be able to migrate to the Contract once its current agreement with Vendor has expired or been terminated.	OGS respectfully declines to make the requested clarification. See Attachment 11 - How To Use the Manufacturer Umbrella Contract, Section 1.1 Contract Scope which in part states "...A competitive Request For Quote (RFQ) process is required for all Authorized User transactions."
26	Appendix B – 22802 General Specifications	28 Modification of Contract Terms	6	1) The nature of cloud offerings are dynamic and evolving due to market requirements. Is there an expectation that the cloud offering will remain static? 2) Some scope of use terms may also change and evolve over time. Will changes to the terms require a Commissioner-approved modification, or can this be addressed at the Authorized User level?	1) No, Cloud Product offerings are not anticipated to remain static. Please see Solicitation Section 9.20 Modification to Cloud Service Delivery Type and Description Within an Authorized User Agreement for additional information. 2) Any change request to the Contract must be provided to OGS via Appendix C - Contract Modification Procedures. Any change request specific to an executed Authorized User Agreement must be provided to the Authorized User.
27	Appendix B – 22802 General Specifications	28 Modification of Contract Terms	6	Additional use terms for software and cloud offerings not reflected in New York State's use terms must be added to properly capture use restrictions, the business model, and third-party flow-down requirements. Solicitation Section 8.28 and Appendix B Section 28 seem to reject or prevent incorporation of terms that do not specifically meet the defined requirements. It is not clear whether or how selected additional commercial product use terms would be incorporated into the final contract.	Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement states, in part, "a Contractor may propose additional terms and conditions which do not contradict or violate any of the terms and conditions of this Contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized User. " An awarded Contractor may also request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
28	Appendix B – 22802 General Specifications	28 Modification of Contract Terms, 65, 68(b)(i)(2)Section 28. Modification of Contract Terms,		We support NYS' commitment to leverage commercial cloud solutions to deliver capabilities in support of its mission to serve the constituents and citizens of the State. As a Cloud Service Provider we have a number of challenges with NYS RFP requirements as they are	No response required.

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		Section 65. Software License Grant, Section 68b(i)2 Existing Software		presently written. While note an extensive list of our issues, in the rows below we have outlined several top concerns/deviations that pose the greatest overall impact. At this time, we are respectfully requesting that NYS re-evaluate these requirements and the structure of its RFP. These changes and others will allow innovative cloud service providers that are industry leaders to respond to your RFP and provide NYS with cloud solutions that can meet your needs today and beyond. We would like to express our desire to participate in this procurement and support NYS with its technology innovation initiatives. However, we may be prohibited of participating unless NYS requirements are altered. We have 19 successful state contracts in place today for cloud services including California and Texas as well as the federal government. We would be happy to share terms from these contracts with the NYS as examples. CONTINUED IN VENDOR INQUIRY 29	
29	Appendix B – 22802 General Specifications	28 Modification of Contract Terms, 65, 68(b)(i)(2)Section 28. Modification of Contract Terms, Section 65. Software License Grant, Section 68b(i)2 Existing Software		CONTINUED FROM VENDOR INQUIRY 28 The solicitation has not been drafted in a manner that appropriately accounts for the characteristics of cloud computing. Cloud computing provides standardized security and policies for all cloud customers, and cloud service providers are limited in the amount of technical and policy customization they can provide individual customers. Each cloud provider will have its own terms and conditions that must govern its customer relationship based on the underlying technology. Although there are some exceptions, this solicitation requires that cloud providers accept NYS' terms and conditions, policy and security that will not be in line with each cloud providers business and technology model. Accordingly, NYS is offering a contract that is, in large part, in direct conflict with the multi-tenant technology and economies of scale business model offer by cloud service providers. For example, the State indicates that cloud providers must adhere to the NYS established security policies. Will the state accept a cloud service that has received a FedRAMP Authority to Operate (ATO) for SaaS and PaaS, which	Specific security requirements will be defined by the Authorized User within the RFQ. Please see Solicitation Sections 8.8 New York State Office of Information Technology Services Policies, 9.3 Security Policies and Notifications and 9.18 Compliance With Federal State and Local Regulations.

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				adheres to the strictest security standards and security controls as well as continuous monitoring?	
30	Appendix B – 22802 General Specifications	33 Product Delivery	7	Modify per the negotiated language in "OGS Contract X" by adding language regarding Licensed Software Delivery.	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
31	Appendix B – 22802 General Specifications	35 Shipping	8	Electronic delivery is notable missing. Does the State agree that the provision of a link sent to the identified contact on the PO shall be deemed delivery for Licensed Software?	Please see Appendix B, Section 33 Product Delivery for additional information.
32	Appendix B – 22802 General Specifications	35 Shipping/Receipt of Product, b Shipping Charges	7	Vendor requests that shipping terms be modified from F.O.B. as Software will not be shipped. It will be electronically delivered to any Authorized User. We ask that the following be included instead: If Customer purchases any Software under this Contract, Vendor shall deliver the Software to Customer by, at Vendor's discretion, either: (a) making the Software available for download and emailing the corresponding License Key(s). All Software shall be deemed delivered and accepted upon Vendor (i) making the Software available for download without the requirement of a License Key or (ii) emailing the corresponding License Key(s) to Customer. Shipping and delivery terms are Ex Works Vendor's regional fulfillment facility (INCOTERMS 2010).	OGS respectfully declines to make the requested change to the referenced Section. Please see Appendix B, Section 33 Product Delivery.
33	Appendix B – 22802 General Specifications	35 Shipping/Receipt of Product, b Shipping Charges	7	Please incorporate other shipping methods that are currently available, including electronic delivery and INCOTERMS.	OGS respectfully declines to make the requested change to the referenced Section. Please see Appendix B, Section 33 Product Delivery.
34	Appendix B – 22802 General Specifications	36 Title and Risk of Loss	7	Please include a statement regarding deemed acceptance (i.e., that the products are deemed accepted 90 days after shipment) -- this will permit manufacturers to assess the value of the contract	OGS respectfully declines to make the requested change to the referenced Section. Please see Appendix B, Section 66 Product Acceptance.

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35	Appendix B – 22802 General Specifications	36 Title and Risk of Loss	7	We are providing COTS Product which has been in use by NY for some time. We request that NY remove Product acceptance for all Products they have already purchased. Will NY agree to a 30 day acceptance period for all products? NY needs to state what a reasonable time will be. Acceptance cannot be defined in a PO.	OGS respectfully declines to make the requested change to the referenced Section. Please see Appendix B, Section 66 Product Acceptance.
36	Appendix B – 22802 General Specifications	36 Title and Risk of Loss	7	1) We take exception to the concept of acceptance for software as it is not appropriate as software is deemed accepted once it is delivered. 2) Also, please delete the concept of Title to Software as it is not appropriate as Vendor will only be granting a license in the Software and not title or a property interest.	1) This statement is not entirely accurate. Appendix B, Section 36 Title and Risk of Loss states, in part, "Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications or Purchase Order." Appendix B, Section 66 Product Acceptance states, in part " <u>Unless otherwise provided by mutual agreement of the Authorized User and the Contractor in the Authorized User Agreement, Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product. [underlining added]</u> " 2) Please see Appendix B, Section 65, Software License Grant.
37	Appendix B – 22802 General Specifications	40 Installation	9	Per section 33 the State is responsible for the installation of Licensed Software. Does the State agree that this provision does not apply to same given the conflict with section 33?	Appendix B, Section 33 Product Delivery states "Unless otherwise specified in the Authorized User Agreement, the Authorized User shall be responsible for installation of the Licensed Software." OGS does not agree that there is a conflict with Appendix B, Section 40 Installation.
38	Appendix B – 22802 General Specifications	40 Installation	8	This clause states that the Contractor must perform installation. However, in paragraph 4.10.3.2 of the Solicitation, it is stated that installation would be a commercially useful function for a MWBE to perform. Please clarify whether the Contract requires MWBEs to perform installation in order for their participation to be considered commercially useful in a transaction. And, if	Appendix B, Section 40 Installation applies "where installation is required." It will be up to the Manufacturer to determine if a Reseller and/or subcontractor for their organization would be providing a commercially useful function.

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				MWBEs must perform installation, please modify this section to specify that the Contract need not perform the installation.	
39	Appendix B – 22802 General Specifications	42 Employees, Subcontractors and Agents	8	Modify per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
40	Appendix B – 22802 General Specifications	43 Assignment	8	Modify per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
41	Appendix B – 22802 General Specifications	46 Suspension of Work	8	Vendor has no right of appeal. Will the state add language explicitly providing a right to appeal and opportunity to be heard?	OGS respectfully declines to make the requested change.
42	Appendix B – 22802 General Specifications	47 Termination	8	Modify paragraph a. per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
43	Appendix B – 22802 General Specifications	47 Termination		The convenience provision in Appendix B appears to mix together contract termination and purchase order terminations; it also provides that the state could terminate the contract with no notice at all.	OGS disagrees that the subject provision provides that the State could terminate with no notice at all.
44	Appendix B – 22802 General Specifications	47 Termination		Termination for convenience provisions appears to be unreasonable, as there are no such provisions available to the vendor.	There is no question presented in this instance.
45	Appendix B – 22802 General Specifications	47 Termination, b Termination for Convenience	8	Please confirm that any termination for convenience will include payment for unamortized costs and reasonable wind-down expenses.	OGS respectfully declines to provide the requested confirmation.

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46	Appendix B – 22802 General Specifications	47 Termination, b Termination for Convenience	8	Vendor requests OGS include a termination for convenience for the OEM.	OGS respectfully declines to make the requested change.
47	Appendix B – 22802 General Specifications	48 Savings/Force Majeure	10	Last paragraph on page 10 - volatility of market – Vendor takes exception to this being a condition for Force Majeure as it is too subjective and does not have an objective basis of evaluation.	OGS respectfully declines to make the requested change.
48	Appendix B – 22802 General Specifications	48 Savings/Force Majeure	9	Modify per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
49	Appendix B – 22802 General Specifications	49 Contract invoicing	10	Modify per the negotiated language for "Contract Billings" in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
50	Appendix B – 22802 General Specifications	50 Default - Authorized User	10	Modify paragraph b. per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
51	Appendix B – 22802 General Specifications	50 Default - Authorized User	10	Vendor respectfully requests that this paragraph be modified to mirror Section 47 (a) Termination For Cause as Vendor has no ability to terminate for an Authorized User's breach – currently the language in Section 50 does not allow us to actually terminate.	OGS respectfully declines to make the requested change.
52	Appendix B – 22802 General Specifications	51 Prompt Payments	10	Modify per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification

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					Procedure, Section 1.1.2 Amendments for additional information.
53	Appendix B – 22802 General Specifications	52 Remedies for Breach	10	Modify the introductory paragraph and paragraph d. per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
54	Appendix B – 22802 General Specifications	52 Remedies for Breach	11	Vendor takes exception this section since it is predetermined remedies/damages and Vendor would require that it retains its ability to seek out judicial remedies before such remedies could be assessed against Vendor.	OGS respectfully declines to make the requested change.
55	Appendix B – 22802 General Specifications	52(a) Cover/Substitute Performance		The vendor must agree to pay for third party services initiated by the state (i.e. cost to cover) without limiting the scope of the fee. This is unacceptable.	Please see Appendix B, Section Remedies for Breach and Solicitation Section 9.5 Data Breach - Required Contract Actions.
56	Appendix B – 22802 General Specifications	53 Assignment of Claim	11	Modify per the negotiated language in "OGS Contract X'	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
57	Appendix B – 22802 General Specifications	56 Security	12	Does the State agree to add "reasonably applicable" and that any required policies, provisions, etc. must be supplied to Vendor in advance?	OGS respectfully declines to make the requested change. An Authorized User, in the RFQ, will determine how and when such information will be provided
58	Appendix B – 22802 General Specifications	56 Security	11	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
59	Appendix B – 22802 General Specifications	56 Security	11	Vendor cannot agree to comply with all security procedures of Authorized Users unless we have had a chance to review and agree to such procedures.	OGS respectfully declines to make the requested change.

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60	Appendix B – 22802 General Specifications	58 Contract Term – Renewal	11	Does this provision apply solely to the Centralized Contract, solely to the Task Orders with the Authorized Users, or both?	Appendix B, Section 58 Contract Term - Renewal applies to the OGS Centralized Contract.
61	Appendix B – 22802 General Specifications	59 Warranties	11	1) Vendor cannot offer a 1 year warranty, or a 1 year warranty in addition to our standard warranty. 2) Also, subsection (b) (Title and Ownership) indemnification for any breach of Contractor's warranties is not acceptable.	1) Please see Appendix B, Section 59 Warranties (revised 3-26-15). 2) OGS respectfully declines to make the requested change.
62	Appendix B – 22802 General Specifications	59 Warranties	11	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
63	Appendix B – 22802 General Specifications	59 Warranties, 62 Indemnification Relating to Infringement		The warranty provision requires that products are non-infringing. A vendor can provide indemnification for its own software, but not a guarantee that the product will never infringe on another patent.	Please see Appendix B, Section 59 Warranties (Revised 3-26-15). OGS respectfully declines to make the requested changes.
64	Appendix B – 22802 General Specifications	59 Warranties, 65 Software License Grant, 66 Product Acceptance, 73 Source Code Escrow		Please clarify whether the State intended that one set of license, support, acceptance, and other commercial terms apply to all software that will be purchased by users of the contract. Commercially available software is governed by specific licensing terms that will vary by product offering.	The state intends that Contracts will incorporate the terms of Appendix B including Sections 59, 65, 66 and 73. Authorized User RFQs may contain additional license, support, acceptance and other terms. Please refer to Solicitation Section 8.28 Additional Contractor Terms and Conditions Within An Authorized User Agreement and Appendix B, Section 28 Modification of Contract Terms, as to how vendor's license agreement will be incorporated into the Authorized User Agreement.
65	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	11	Request the state consider the following: Contractor hereby warrants and represents that the Products acquired by the Authorized User under the terms and conditions of this Contract conform to the Vendor documentation, and the documentation fully describes the procedure for using the Products.	OGS respectfully declines to make the requested change. Please see Appendix B, Section 59 Warranties (revised 3-26-15) for additional information.

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				Contractor further warrants and represents that: (a) if the Products acquired by the Authorized User pursuant to an Authorized User Agreement under this Contract include software application development, software application customization, software programming, software integration or similar items ("Software Deliverables") then such Software Deliverables shall conform with all requirements of the applicable Statement of Work for the warranty period identified in such Statement of Work, ("Project warranty period"), and that (b) Products, components or deliverables specified and furnished by or through Contractor shall individually, and where specified and furnished as a system, or for a minimum of ninety (90) days from the delivery of the Software ("Project warranty period"). Vendor does not offer an infringement warranty – we provide Intellectual Property infringement indemnification.	
66	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance	12	We are providing COTS Product which has been in use by NY for some time under the terms of the prior agreement. We request that NY change warranty period to 90 days after the date of Delivery.	Please see Appendix B Section 59 Warranties (revised 3-26-15) for additional information.
67	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance, (a)	11	Please clarify the meaning of "specifications" in the first paragraph. As currently written, it appears that Contractors (directly, or via their partners) are required to warranty performance in accordance with the customer's self-defined product specifications. Requiring that manufactures warrant that products sold under the agreement will perform in accordance with user-defined specifications will ultimately be unproductive for eligible end users. In Manufacturer's experience, end customers are rarely able to articulate a full set of performance metrics without considerable assistance from consultants. Without sufficient specificity in the applicalbe specificaitons, proposed solutions will be over-scoped to ensure over capacity and excessive performance. Manufacturers are unlikely to entrust solution design to small entities such as MWBE's who typically have insufficient experience to perform such functions.	Specifications are the needs of the Authorized User, to be set forth in an Authorized User RFQ.

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68	Appendix B – 22802 General Specifications	59 Warranties, a Product Performance, (a)	12	SKU'd services are paid up front. We do not offer an acceptance period. We request removal of an acceptance period for SKU'd services?	OGS respectfully declines to make the requested change.
69	Appendix B – 22802 General Specifications	59 Warranties, b Title and Ownership	12	Can we make the exclusive remedy be the IP indemnity?	OGS respectfully declines to make the requested change.
70	Appendix B – 22802 General Specifications	59 Warranties, c Product	12	Request the state consider the following: If it is determined that During the Project warranty period, defects in the materials or workmanship of components or deliverables specified and furnished by or through Contractor are attributable to Contractor's software or services than such components or deliverables shall be repaired or replaced by Contractor at no cost or expense to the Authorized User. The Commissioner agrees that Contractor is not responsible for any modification of the Products made by an Authorized User without Contractor's approval.	OGS respectfully declines to make the requested change.
71	Appendix B – 22802 General Specifications	59 Warranties, c Product Warranty for Deliverables	12	Can we clarify that this doesn't apply to COTS or to commercially available hardware? Citrix doesn't limit the warranty period for consulting needs to be changed.	Appendix B, Section 59 Warranties (revised 3-26-15) does apply to all Products within the Solicitation.
72	Appendix B – 22802 General Specifications	59 Warranties, d Replacement Parts	12	Does the State agree this does not apply to Lot 1 Software?	Appendix B, Section 59 Warranties (revised 3-26-15) does apply to all Products within the Solicitation.
73	Appendix B – 22802 General Specifications	59 Warranties, d Replacement Parts	12	Our standard hardware maintenance doesn't include transportation. Can we change this?	OGS respectfully declines to make the requested change.
74	Appendix B – 22802 General Specifications	59 Warranties, Product Performance, (a)(b)	12	"Unless recycled or recovered materials are available in accordance with the Remanufactured, Recycled, Recyclable or Recovered Materials clause, Product offered shall be standard new equipment, current model or most recent release of regular stock product with all parts regularly used with the type of equipment offered". Can we get a waiver for this requirement? Authorized Users may choose to purchase prior versions.	OGS respectfully declines to make the requested change. See Solicitation Section 2.6.2.2 Refurbished or Re-Manufactured Parts (revised 3-26-15) for additional information.
75	Appendix B – 22802 General Specifications	59 Warranties, Product Performance, (a)(b)	12	Please clarify in this section that the sole remedy for breach of the infringement warranty is the indemnification set forth in section 62.	OGS respectfully declines to make the requested clarification.

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76	Appendix B – 22802 General Specifications	60 Legal Compliance	12	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
77	Appendix B – 22802 General Specifications	61 Indemnification	12	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
78	Appendix B – 22802 General Specifications	61 Indemnification	13	Since the Contractor should only indemnify for that portion of the claim for which it is responsible, we believe a change is needed in the Indemnification provision. Specifically the word "solely" conflicts with the "to the extent" concept. Please see our suggested revision: "[...] provided, however, that the Contractor shall not indemnify to the extent any claim, loss or damage arising hereunder is due to the negligent act [...] of the Authorized Users."	OGS respectfully declines to make the requested change.
79	Appendix B – 22802 General Specifications	61 Indemnification	13	Vendor cannot agree to the term "hold harmless" – please delete this reference	OGS respectfully declines to make the requested change.
80	Appendix B – 22802 General Specifications	61 Indemnification	12	Would the State consider have equitable apportionment of liability should both parties be found negligent?	OGS respectfully declines to make the requested change.
81	Appendix B – 22802 General Specifications	61 Indemnification	12, 13	Vendor requests liability be scoped to "direct" actions and for willful intentions/omissions and gross negligence.	OGS respectfully declines to make the requested change.
82	Appendix B – 22802 General Specifications	61 Indemnification		One-hundred percent of the liability is on the vendor; some of the liability may be on networking, data center, servers, etc.	There is not enough information to respond to this comment.
83	Appendix B – 22802 General Specifications	61 Indemnification 62 Indemnification Relating to Infringement		NYS requests unreasonable indemnification, limitation of liability. We are requesting that the State eliminate the minimum limitation of liability in 63B and negotiate a less onerous cap. We can't agree to these minimum limitations	OGS respectfully declines to make the requested change.

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		63B Limitation of Liability for Lot 3		of liability. As an example, low risk data with a \$25k annual subscription base would equal \$2M in liability. Moreover, we can't indemnify or be held liable for the actions of our agents and resellers.	
84	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
85	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Vendor cannot agree to the term "hold harmless" – please delete this reference	OGS respectfully declines to make the requested change.
86	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement	13	Vendor requests the express carve-out of combination with third party products should be included in this clause.	OGS respectfully declines to make the requested change.
87	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement		No third party carve outs exist for any infringement of Intellectual Property (IP).	This is correct.
88	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement		The indemnification provisions in Appendix B (Section 62) are unreasonable.	There is no question presented in this instance.
89	Appendix B – 22802 General Specifications	62 Indemnification Relating to Infringement		1) The indemnification provisions relating to infringement (Section 62 of Appendix B) do not carve out a combination with third party products. 2) A vendor may be able to indemnify its own software but not those products from other vendors.	1) This is correct. 2) There is no question presented in this instance.
90	Appendix B – 22802 General Specifications	63 Limitation of Liability	13	As agreed to in the negotiated language in "OGS Contract X", delete paragraph b. from each of the Lot Limitation of Liability terms.	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
91	Appendix B – 22802 General Specifications	63 Limitation of Liability (a)	13	Would the State consider a limitation of liability provision that is limited to two (2)times the charges paid under the	OGS respectfully declines to make the requested change.

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				Authorized User's contract that gave rise to the claim without a minimum amount?	
92	Appendix B – 22802 General Specifications	63 Limitation of Liability b	14	Can we delete b in its entirety?	OGS respectfully declines to make the requested change.
93	Appendix B – 22802 General Specifications	63 Limitation of Liability for Lots 1 and 2, a, b	13,14	Please consider reverting back to prior language for the Limitation of Liability in Sections 63a, 63A.a and 63B.a of Appendix B where OGS has deleted "(said amount not to exceed a total of twelve (12) months charges payable under the Applicable Purchase Order)". This change would be a more commercially reasonable allocation of risk.	OGS respectfully declines to make the requested change.
94	Appendix B – 22802 General Specifications	63 Limitation of Liability for Lots 1 and 2, a, b	13,14	Please revise Limitation of Liability in Sections 63a, 63A.a and 63B.a of Appendix B to the amounts "paid under the Purchase Order" instead of "charges specified in the Purchase Order." For multi-year cloud contracts of 3 years, for example, the amount the contractor has received could be substantially lower than the total amount specified in the Purchase Order. This change would be a more commercially reasonable allocation of risk.	OGS respectfully declines to make the requested change.
95	Appendix B – 22802 General Specifications	63 Limitation of Liability, and 63A Limitation of Liability for Lot 4	13	<p>Would the State please consider returning these provisions to how they read prior to the amendment of the Solicitation?</p> <p>63: Contractor's liability for any claim, loss or liability arising out of, or connected with the Products provided, and whether based upon default, or other liability such as breach of contract, warranty, negligence, misrepresentation or otherwise, shall in no case exceed direct damages in: (i) an amount equal to two (2) times the charges specified in the Purchase Order for the Products and services, or parts thereof forming the basis of the Authorized User's claim (said amount not to exceed a total of twelve (12) months charges payable under the applicable Purchase Order) or (ii) one million dollars (\$1,000,000), whichever is greater.</p> <p>63A is \$2,000,000.</p>	OGS respectfully declines to make the requested change.

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96	Appendix B – 22802 General Specifications	63A Limitation of Liability for Lot 4, a	14	Can we delete or (ii) two million dollars (\$2,000,000), whichever is greater? Or, can it be reduced to one million dollars (\$1,000,000)?	OGS respectfully declines to make the requested changes.
97	Appendix B – 22802 General Specifications	63A Limitation of Liability for Lot 4, b	14	Can we delete b in its entirety?	OGS respectfully declines to make the requested change.
98	Appendix B – 22802 General Specifications	63B Limitation of Liability for Lot 3	14	1) Please define and provide examples of “Data Classified as Low Risk”. 2) Please define and provide examples of “Data Classified as Moderate Risk”. 3) Please define and provide examples of “Data Classified as High Risk”.	OGS respectfully declines to make the requested change.
99	Appendix B – 22802 General Specifications	63B Limitation of Liability for Lot 3	14	1) Does the limit of liability apply to all claims or each claim? 2) Is it over the life of the contract or an annual limit amount?	1) Appendix B, Section 63 Limitation of Liability is per claim. 2) It is for the life of the Authorized User Agreement.
100	Appendix B – 22802 General Specifications	63b Limitation of Liability for Lot 3	14	Vendor cannot agree to the stepped up limits of liability set forth in this section. We request that the entire section be deleted as we cannot agree to the limits set forth in the chart for varying purchase orders –Vendor would need a static cap on direct damages.	OGS respectfully declines to make the requested change.
101	Appendix B – 22802 General Specifications	63B Limitation of Liability for Lot 3 (a)	14	Would the State consider a limitation of liability provision that is limited to the "X" times the charges paid under the Authorized User's contract that gave rise to the claim without a minimum amount?	OGS respectfully declines the request.
102	Appendix B – 22802 General Specifications	63B Limitation of Liability for Lot 4	14	1) Who decides what the Risk level is? 2) Can we delete the minimums and make everything 2X? We have different terms for some SaaS Products not included in this Appendix.	1) Risk is determined by the Authorized User. 2) OGS respectfully declines to make the requested change.
103	Appendix B – 22802 General Specifications	63B Limitation of Liability for Lot 4, b	14	Can we delete b in its entirety?	OGS respectfully declines to make the requested change.
104	Appendix B – 22802 General Specifications	65 Software License Grant	16	Manufacturer does not commercially offer for sale any of its software under the license model described in the solicitation. The state appears to indicate that it desires that manufacturer offer a special product for sale to eligible end users only. If this is not the case, and commercially available software licenses are desired,	Appendix B, Section 65 Software License Grant applies "Where Product is acquired on a licensed basis. . ."

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				please indicate how a Contractor may include their standard End User License Agreement in a manner that takes precedence over the license provision included in para 65.	
105	Appendix B – 22802 General Specifications	65 Software License Grant	15	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
106	Appendix B – 22802 General Specifications	65 Software License Grant	16	Please confirm this does not apply to Cloud products	There is not enough information to make the confirmation. However, where a Software License is involved, Appendix B, Section 65 Software License Grant does apply to Lot 3 - Cloud.
107	Appendix B – 22802 General Specifications	65 Software License Grant	16	Please confirm this does not apply to Cloud products.	There is not enough information to make the confirmation. However, where a Software License is involved, Appendix B, Section 65 Software License Grant does apply to Lot 3 - Cloud.
108	Appendix B – 22802 General Specifications	65 Software License Grant	16 d, e, f	Please see Vendor's requested changes to the language: (d) Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon notice to Contractor. In the event that Authorized User does not initially acquire or discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product by paying Contractor the amount which would have been due under the Contract for the period of time that such maintenance had lapsed, at then current NYS net maintenance rates. Contractor is required to submit written notification to Authorized Users of the upcoming maintenance end date no later than sixty (60) calendar days prior to such maintenance end date. (e) Permitted License Transfers As Licensee's business operations may be altered, expanded or diminished,	OGS respectfully declines to make the requested changes.

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				licenses granted hereunder may be transferred or combined for use at an alternative or consolidated site not originally specified in the license, including but not limited to transfers within Agencies, between Agencies, and transfers pursuant to a governmental restructuring or reorganization (“permitted license transfers”) pursuant to Vendor’s LATF process found at “License Assignment and Transfer Policy” (LATP). Information regarding that process located at https://www.Vendor.com/support/policies/licensingpolicies.html . Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site and complete a LATF form. (f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties This restriction needs to be modified as follows: Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee’s internal business operations.	
109	Appendix B – 22802 General Specifications	65 Software License Grant		The software license grant allows a user to reproduce, distribute, modify or customize software. This could void the warranty, the IP infringement protection and could violate the licenses.	Appendix B, Section 65 Software License Grant (a) states, in part, "Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, <u>provided that any modifications, however extensive, shall not diminish Licensor’s proprietary title or interest.</u> [underlining added]."
110	Appendix B – 22802 General Specifications	65 Software License Grant		The software license grant is non-standard in that it allows a user to reproduce, distribute, modify or customize the software. This will void the warranty and the IP infringement protection, and violate the license.	Appendix B, Section 65 Software License Grant (a) states, in part, "Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the Product, <u>provided that any modifications, however extensive, shall</u>

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					not diminish Licensor's proprietary title or interest. [underlining added]."
111	Appendix B – 22802 General Specifications	65 Software License Grant and 68 Ownership/Title to Project Deliverables	16 and 17	Please confirm that the State does not intend to distribute Vendor software to third parties and that the State will not attempt to reverse engineer Vendors' software during the course of any task order, or thereafter.	OGS respectfully declines to provide the requested confirmation. See Appendix B Section 65 Software License Grant, subsections f. Restricted Use by Outsourcers/Facilities Management, Service Bureaus/ or Other Third Parties and i. Restricted Use by Licensee. Specific transactions will be described in Authorized User RFQs.
112	Appendix B – 22802 General Specifications	65 Software License Grant and 68 Ownership/Title to Project Deliverables	16 and 17	Please confirm that the State will not require Vendors to release the source code of its software and that the use of Vendors' software will be limited only to authorized use by the State.	OGS respectfully declines to provide the requested confirmation. See Appendix B Section 73 Source Code Escrow for Licensed Product. Specific transactions will be described in Authorized User RFQs.
113	Appendix B – 22802 General Specifications	65 Software License Grant, d Product Technical Support & Maintenance	16	InfoResponse "Maintenance" Services are not optional for the first year, but are optional thereafter for one-time licenses. InfoResponse is included and mandatory in all Subscription based term licenses.	Maintenance as part of a Software Product Bundle is allowed. Please see revised Solicitation Section 1.2.1 Lot 1 - Software.
114	Appendix B – 22802 General Specifications	65 Software License Grant, d Product Technical Support & Maintenance	16	Please delete the exclusion of reinstatement fees for lapsed maintenance. Reinstatement fees are a standard requirement due to the additional cost associated with the reinstatement process and the fact that equipment that has ceased to be maintained is more likely to subcomb to outages due to lack of sufficient attention to the overall health of the system. These are standard charges in the industry in commerical contracts. Exclusion of such fees simply drives up the overall cost of maintenance generally.	OGS respectfully declines to make the requested change.
115	Appendix B – 22802 General Specifications	65 Software License Grant, e Permitted License Transfers	16	Vendor generally agrees with the spirit of this section. However, Vendor cannot unilateral agree to the terms provided. Vendor has specific terms that govern replacements and transfers which we will provide as part of the response. Does the State agree to a reference to pre-printed terms provided or that the parties can provide for same under the Authorized User Agreement?	Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement states, in part, "a Contractor may propose additional terms and conditions which do not contradict or violate any of the terms and conditions of this Contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized

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					User. " An awarded Contractor may also request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
116	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Can we delete this extension of the license term? Not relevant for perpetual licenses, which is what the State usually buys.	OGS respectfully declines to make the requested change.
117	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
118	Appendix B – 22802 General Specifications	66 Product Acceptance	17	Request the removal of the acceptance period, or drastically reduce the timeframe to only 3 days.	OGS respectfully declines to make the requested changes. Appendix B, Section 66 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 thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product."
119	Appendix B – 22802 General Specifications	66 Product Acceptance	18	The software is COTS software and no "acceptance" provisions will apply. How can the parties most easily provide for this as well as they fact that Vendor provides a longer warranty, the Software provided shall function substantially as described in the applicable user manual, as modified from time to time. The Warranty Period shall commence on the Delivery Date and shall continue for the period during which IBI makes available and Licensee subscribes to InfoResponse Service for the affected License. During such period the above warranty shall apply to enhancements, updates, and other items provided under InfoResponse Service.	OGS respectfully declines to make the requested changes. Appendix B, Section 66 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 thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product."

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120	Appendix B – 22802 General Specifications	66 Product Acceptance	17	We are providing COTS Product which has been in use by NY for some time. We request that NY remove Product acceptance for all Products they have already purchased. We still need some time frame (30 days) for new product. Would we be able to accelerate the acceptance on a per order basis via an acceptance certificate of some type?	OGS respectfully declines to make the requested changes. Appendix B, Section 66 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 thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product."
121	Appendix B – 22802 General Specifications	66 Product Acceptance		Product acceptance is 30 days after "installation." Software is electronically delivered and is considered accepted upon placement of an order, at the latest upon delivery. It will or will not download and if it does not properly download /install, the warranty covers the customer.	Appendix B, Section 66 Product Acceptance states " <u>Unless otherwise provided by mutual agreement of the Authorized User and the Contractor in the Authorized User Agreement</u> , Authorized User(s) shall have thirty (30) days from the date of delivery to accept hardware Products and sixty (60) days from the date of delivery to accept all other Product. [underlining added]"
122	Appendix B – 22802 General Specifications	67 Audit of Licensed product	17	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
123	Appendix B – 22802 General Specifications	67 Audit of Licensed product	18	The audit provision does not indemnify Vendor for the State's breach. Will the State add the back maintenance back to the point of breach for a full and reasonable remedy?	OGS respectfully declines to make the requested change.
124	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	(a) (ii) (Custom Products) - Vendor would require that it retain ownership to ALL deliverables.	OGS respectfully declines to make the requested change. Appendix B, Section 68, Ownership/Title to Project Deliverables, (b)(ii) states, "Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase

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					Order, project definition or work order in the course of Contractor's business. Authorized User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2)."
125	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	If this clause is not removed, please make clear that the mere performance of installation work or implementation work would not create a "Custom Product" out of the pre-existing operating system nor give an Authorized User a perpetual license to create derivative works of a software operating system.	OGS respectfully declines to make the requested change and to provide the requested clarification. Please see Appendix B, Section 68a, Definition of Custom Product for additional information.
126	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	Is this clause necessary since software application development, etc. is excluded from the solicitation? This would seem to add confusion since the small amount of work involved in "implementation" work should not generate IP rights for an Authorized User. Alternatively, the cap on the costs of implementation services should be increased to provide compensation for the generation of intellectual property.	OGS respectfully declines to make the requested change.
127	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables	18	Vendors understand that OGS needs to be accountable for its taxpayer dollars; however, the reason the State purchases commercial items is it relies on the R&D, expertise, proven methodologies of the IT vendor. Product that is developed for the first time needs to be owned by the OEM. It furthers the innovation that the State, other Government entities and the public enjoy. Prior code developed at private expense by OEM that is tweaked at the end user's request should not result in a vendor	OGS respectfully declines to make the requested change. Appendix B, Section 68, Ownership/Title to Project Deliverables, (b)(ii) states, "Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a Purchase Order, project definition or work order in the course of Contractor's business. Authorized

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				turning over its IP rights in technology. Custom work should be negotiated on a case-by-case basis.	User may, by providing written notice thereof to the Contractor, elect in the alternative to take a non-exclusive perpetual license to Custom Products in lieu of Authorized User taking exclusive ownership and title to such Products. In such case, Licensee on behalf of all Authorized Users shall be granted a non-exclusive perpetual license to use, execute, reproduce, display, perform, adapt and distribute Custom Product as necessary to fully effect the general business purpose(s) as stated in paragraph (b)(i)(2)."
128	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, a Definitions (i)	18	Can we remove "project deliverables"? We are only delivering COTS product.	OGS respectfully declines to make the requested change.
129	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, a Definitions (ii)	18	We are providing COTS Product which has been in use by NY for some time. We request that NY change remove acceptance for all Products they have already purchased.	OGS respectfully declines to make the requested change.
130	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, b Title to Project Deliverables, (i) 2 Software	9	Does the State acknowledge that all title will be tied back to scope of the applicable software license?	OGS does not understand your question, therefore OGS respectfully declines to make the confirmation.
131	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, b Title to Project Deliverables, (i)(2); 4.6 Extraneous Terms	17	Appendix B, Section 68(b)(i)(2) provides that the Product shall be licensed to Authorized User in accordance with the Contractor or Third Party Software owner's standard license agreement. However, Section 4.6 of the RFP states that any extraneous terms submitted with the Vendor Submission shall not be considered part of the Vendor Submission or resulting OGS Centralized Contract, and shall be disregarded. Does the State wish the vendor to attach our standard license agreement to our Vendor Submission?	No. Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement states, in part, "a Contractor may propose additional terms and conditions which do not contradict or violate any of the terms and conditions of this Contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized User. "

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132	Appendix B – 22802 General Specifications	68 Ownership/Title to Project Deliverables, b Title to Project Deliverables, (ii)	18	Please delete Custom products. We cannot give ownership to our IP.	OGS respectfully declines to make the requested change.
133	Appendix B – 22802 General Specifications	68(b) Title to Project Deliverables		Title ownership to licenses again allows the user to reproduce, adapt, distribute copies and prepare derivative works. Software manufacturers do not authorize licensees to do this.	There is not enough information to provide a specific response to this comment. However, please refer to Appendix B, Section 68 in its entirety.
134	Appendix B – 22802 General Specifications	68(b)(ii) (Custom Products)	14	Would the State consider only having the non-exclusive perpetual license apply to custom products?	OGS respectfully declines to make the requested change.
135	Appendix B – 22802 General Specifications	69 Proof of License	18	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
136	Appendix B – 22802 General Specifications	69 Proof of License	19	Please explain what type of license the State is requiring – this is not part of a normal transaction and does not make sense for commercial off the shelf software	OGS respectfully declines to make the requested change.
137	Appendix B – 22802 General Specifications	71 Changes to Product or Service Offerings	19	(a) Vendor understands the State's concerns with the end of availability of a product/services, but Vendor would need to be able to negotiate this clause to conform it to the terms that it offers other customers. Please see the following language as an alternative: In the event Vendor removes a material function ("Function") in a subsequent version of the Software provided to Customer through Services purchased by Customer for the Software licensed by Customer ("Initial Product"), and Vendor makes such Function(s) available in a new Software product ("New Product") with similar features, functionality and pricing, Customer shall be entitled to receive an equal quantity and type of licenses for the New Product as Customer has in the Initial Product, at no additional charge, as long as Customer is current on Services at the time Vendor removes the Function from the Initial Product.	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.

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				In the event of this occurrence, Customer will discontinue use of the Initial Product, and exchange the Initial Product for the New Product, which shall be Customer's sole and exclusive recourse, and Vendor's sole and exclusive liability, for any issue related to the foregoing. The State may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.	
138	Appendix B – 22802 General Specifications	71 Changes to Product or Service Offerings	19	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
139	Appendix B – 22802 General Specifications	71 Changes to Product or Service Offerings	19	NYS should not want the Commissioner's office flooded with EOL notices. Those customers that actually have the product are notified. A separate notification is not practical or beneficial to the State, and Vendor requests this be modified to require notice to the Authorized User only.	OGS respectfully declines to make the requested change.
140	Appendix B – 22802 General Specifications	71 Changes to Product or Service Offerings		The prime vendor must give the state 12 months' notice when products are facing their end of life. The notice must be sent not only to the authorized user, which is standard, but also to the commissioner, which requires a non-standard, manual effort.	This statement is not entirely accurate. Please see Appendix B, Section 71 Changes to Product or Service Offerings (a) for the notice provisions relating to Product or Service Discontinuance. In addition, Appendix B, Section 2 Definitions, defines Commissioner as "Commissioner of OGS, or in the case of Bid Specifications issued by an Authorized User, the head of such Authorized User or his or her authorized representative."
141	Appendix B – 22802 General Specifications	71 Changes to Product or Service Offerings, a Product of Service Discontinuance	18	Would the State consider deleting subsection (iii) of the Section?	OGS respectfully declines to make the requested change to Appendix B, Section 71a(iii) and 71b(iii)

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142	Appendix B – 22802 General Specifications	72 No Hardstop/Passive License	19	Does the State acknowledge that Vendor is permitted to include mechanisms in its Software which prevent illegal or unauthorized use providing such mechanisms do not prevent an authorized Licensee use of the Software as licensed?	OGS respectfully declines to make the requested confirmation.
143	Appendix B – 22802 General Specifications	72 Source Code Escrow	19	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
144	Appendix B – 22802 General Specifications	73 Source Code for Escrow	19	Please see our modification to the last paragraph of this section: The State may release the Source Code only pursuant to the terms of the Source Code Escrow Agreement to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.	OGS respectfully declines to make the requested change.
145	Appendix B – 22802 General Specifications	73 Source Code for Escrow		For custom software that the state already owns, a source code escrow is redundant and expensive as the state will always have access to the source code. In addition, for commercial products, most major vendors do not offer source code escrow for their software because of trade secret and intellectual property protections necessary on core business programs. In the rare situation that a source code escrow is necessary (e.g. when obtaining business critical commercial software from a small or undercapitalized business), this provision should be added to Bid Documents or the Statement of Work.	Appendix B, Section 73 Source Code for Escrow states, in part, " <u>If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers . . .</u> [underlining added]." In addition, "Nothing herein shall prevent an Authorized User from requesting Source Code or Source Code Escrow in any RFQ, when Source Code or Source Code Escrow is not offered by either Contractor or Product manufacturer or developer to any other commercial customers."
146	Appendix B – 22802 General Specifications	8 Extraneous Terms	2	Manufacturer does not commercially offer for sale any of its software under the license model described in the solicitation. The state appears to indicate that it desires that manufacturer offer a special product for sale to eligible end users only. If this is not the case, and commercially available software licenses are desired,	Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement states, in part, "a Contractor may propose additional terms and conditions which do not contradict or violate any of the terms and conditions of this

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				please indicate how a Contractor may include their standard End User License Agreement in a manner that takes precedence over the license provision included in para 65.	Contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized User. " An awarded Contractor may also request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
147	Appendix B – 22802 General Specifications	8 Extraneous Terms	3	Will the State consider the various licensing models and terms associated with them on pre-printed forms as part of Vendor's submission. We would like to include same as they offer several additional and flexible pricing mechanisms that are beneficial to the State?	Solicitation Section 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement states, in part, "a Contractor may propose additional terms and conditions which do not contradict or violate any of the terms and conditions of this Contract, are more advantageous to the Authorized User, and place no additional liability or responsibility on the Authorized User. " An awarded Contractor may also request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
148	Appendix B – 22802 General Specifications	8. Extraneous Terms		My company uses pre-printed order forms as a business practice. Will those forms be accepted and become part of a contract?	A Vendor may include pre-printed order forms with their Solicitation response as long as the order form does not contain any material or substantive changes to the terms and conditions of the Solicitation and resulting Contract. Any order form is subject to OGS review; approval is at the sole discretion of OGS.
149	Appendix B – 22802 General Specifications	9 Confidential/ Trade Secret Materials	3	Modify per the negotiated language in "OGS Contract X"	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.

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150	Appendix B – 22802 General Specifications	9 Confidential/Trade Secret Materials	3	The State refused in its prior Inquiry and Bid Deviations submission responses to provide clarification in Appendix B that Source Code to Licensed Software and Documentation are confidential. Does the state truly intend Source Code to Licensed Software and Documentation are not considered confidential? If not, we request an edit to clarify this point.	Per Appendix B, 73 Source Code Escrow for Licensed Product, Source Code would only be provided to the Authorized User under limited circumstances. Please refer to the following link for Laws, Policies, Councils, and Rules & Regulations relating to FOIL: http://www.ogs.ny.gov/about/Regs/statutes.asp .
151	Appendix B – 22802 General Specifications	General		A number of the items that have been raised in the prior Inquiry and Bid Deviations Submissions, to which the State respectfully declined to make changes, amount to showstoppers that would prevent any major vendor from entering into an agreement with the State. Some of the terms cause significant adverse accounting consequences. If the State will not make changes to the terms in the solicitation prior to the date that proposal submissions are due, will the State engage in negotiations of these terms after the submission?	An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
152	Appendix B – 22802 General Specifications	General		Given the presence of a number of onerous terms in Appendix B with which major vendors cannot comply as written, including a Most Favored Pricing provision, Source Code Escrow, Warranties, and Product Acceptance, and repeated refusal by the State to change these terms in the prior Inquiry and Bid Deviations answers, how should major vendors proceed? Does the State intend that vendors no bid, or can vendors expect an opportunity to negotiate these terms?	An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
153	Appendix B – 22802 General Specifications	General		Major vendors have negotiated mutually acceptable terms and conditions with the State on numerous occasions for numerous lines of business. "Vendor's XXXXXXX contract, for example, has terms that have remained acceptable to both parties for the past five plus years. Why are those, and similar terms negotiated by other major vendors, now not acceptable to the State?	OGS is unable to make a wholesale modification to Appendix B specific to an individual Vendor's business model. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
154	Appendix B – 22802 General Specifications	General		The refusal by the State to negotiate terms, or allow vendors to take exception in their proposal submissions will prevent major IT service providers from submitting	An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract

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				proposals to this major Solicitation. May vendors identify exceptions to Appendix B terms in their bid submissions?	Modification Procedure, Section 1.1.2 Amendments for additional information.
155	Appendix B – 22802 General Specifications	General		The State has granted vendors the opportunity to raise objections and propose changes to terms in this solicitation that are problematic. We have judiciously submitted a significant number of questions and deviations and, in particular, raised a number of issues that are unacceptable to and unworkable for major IT service providers, yet the State has declined to change any of these items. Is it the State's position that vendors should not submit a proposal in response to this Solicitation if they cannot accept these unworkable terms?	OGS is unable to make a wholesale modification to Appendix B specific to an individual Vendor's business model. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.
156	Appendix B – 22802 General Specifications	General		Will a vendor be automatically disqualified for submitting a bid that contains exceptions to Appendix B or LOT terms?	No. However, please see Solicitation Section 4.6 Extraneous Terms for additional information.
157	Appendix B – 22802 General Specifications	Hardware		Vendors are not able to warranty other products that may be running on their hardware.	Please see Appendix B, Section 59 Warranties (Revised 3-26-15).
158	Appendix B – 22802 General Specifications	Section 59 Warranties		Warranty to the Authorized User's specifications versus the industry standard of the Manufacturer's specifications and documentation. The GSA and other state and local customers general accept a manufacturer's commercial warranty and disclaimers. Also, software manufacturers do not warrant that the product is error-free. Thus the reason for patches, fixes, updates, etc. The warranty also requires that the products are "non-infringing." Vendors indemnify against valid U.S. patent and copyright infringement, but cannot warrant that a product will not infringe another's right.	Please see Appendix B, Section 59 Warranties (revised 3-26-15).
159	Appendix B – 22802 General Specifications		25	After receiving OGS's response to the Round 1 Inquiries, "Vendor" must request clarification on obtaining deviations and exceptions to OGS's Appendix B and certain LOT terms. "Vendor" expended significant effort to review the RFP and submit its questions, concerns, and alternative approaches ("deviations") to OGS, per the process set forth in 1.13. Almost without exception, OGS rejected "Vendor" deviations without explanation or further guidance ("respectfully declines the requested change" or	OGS respectfully declines to make the requested change. An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.

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				"no"). The RFP terms are more onerous and less commercial than the terms "Vendor" currently has with OGS. If "Vendor's" requests for deviations are going to be dismissed without explanation and if there is no negotiation after award, "Vendor" will likely not be able to submit a response. "Vendor" would prefer to continue its relationship with OGS and the State of New York. How should "Vendor" proceed?	
160	Appendix B – 22802 General Specifications		General	I am interested if the legacy group 79504 products are to be included in the new Group 73600 contract. I know that UPS products were included in the new 20191 but am not sure how far reaching the accessories group of 79504 is. My main question is if UPS manufacturers can bid their products on 73600. Thank you.	Yes. Please see Solicitation Section 1.2 Overall Scope for additional information.
161	Appendix C – Contract Modification Procedures	Contract Modification Form	Appendix C	Is this form required with vendor submission or only for post award purposes?	Appendix C - Contract Modification Procedures is for modification of executed Contract awards and is not required with Solicitation response.
162	Appendix C – Contract Modification Procedures	Section 1.3 Price Page Updates		When we submit Contract Modifications, we understand we can modify the last approved Attachment 1- Price Pages spreadsheet with the changes in italics, bold and/or color fonts, however there is not a way to add columns such as Price Level Increases & Price Level Decreases. 1) Once our original Attachment 1 is approved, will there be a modified Attachment 1 or alternative sheet provided to just show changes? 2) If so, will a modified Attachment 1-Price Pages sheet with the approved changes be accepted?	OGS intends to provide a modified Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages as a tool to be used for Contract modifications.
163	Appendix C – Contract Modification Procedures			Do we submit this form now or only in response when a contract needs to be modified?	Appendix C - Contract Modification Procedures is for modification of executed Contract awards and is not required with Solicitation response.
164	Appendix D - Primary Security and Privacy Mandates			"Vendor" needs to know if the State requires compliance with all items listed in the "Primary Security and Privacy Mandates" document, including all documents related to the link under the heading "NYS Cyber Security Policy and related Standards." For example, the Encryption Standards document reads "This standard applies to all	Vendor is subject to all applicable laws, rules and regulations set forth in Appendix D and shall provide details on compliance as required by the Authorized User's RFQ.

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				systems for which the State has administrative responsibility, including systems managed and hosted by third parties on behalf of the State.” For services such as public cloud, customers are responsible for encrypting data as "Vendor" does not manage or control the data. Where is the demarcation for responsibility and liability? Are all of the standards and regulations set forth flow downs with which suppliers are expected to comply?	
165	Attachment 1 - Price Pages	2-Vendor Information	1	Attachment1a (Alternate Price List), the tab 2-Vendor Information, Cell number F10 always indicate "incomplete", either with "YES" or "no-bid".	Please see revised Attachment 1A - Alternative Price Pages.
166	Attachment 1 - Price Pages	Reasonableness of Pricing		We often custom create part numbers for implementation services which haven't been sold before. If we have not offered an Item with another contract or invoice, are we prohibited from offering the part on contract?	Vendors must demonstrate Reasonableness of Price for all Products offered. Please see Solicitation Section 2.4 Reasonableness of Price for additional information.
167	Attachment 1 - Price Pages	Reasonableness of Pricing		Within Attachment 1 the Reasonableness of Price Validation is locked. Can this section be unlocked?	Attachment 1 - Price Pages has been revised to unlock Reasonableness of Price validation.
168	Attachment 1 - Price Pages	Attachment 1		As stated by many vendors in the First Q and A, not all products have SKU's, please amend your pricing grids to remove the reference to SKU's. In addition, if SKU's are not currently used, how could you expect to see it on an invoice for Section 2.2 , Verifiable Sales? We respectfully request your reconsideration of SKU's being mandated in this solicitation .	OGS respectfully declines to make the requested change.
169	Attachment 1 - Price Pages	Attachment 1	Cloud	This vendor requires 4 decimal places for the Cloud pricing in Attachment 1. Please advise if the spreadsheet can be modified.	A Vendor may enter as many decimal places as necessary; however, all values will be rounded to two decimal places. Please see Solicitation Section 2.5.1 Monetary Values for additional information.
170	Attachment 1 - Price Pages	Attachment 1 A	Tab 3 & 4	Tabs 3 and 4 do not unlock after completing Tabs 1,2 and 3. Can you please correct.	Please see revised Attachment 1A - Alternative Price Pages Revised 4-9-15.
171	Attachment 1 - Price Pages	Category Discount	1	Data Entry into yellow cells cause "Non-Responsive" error to display and take approx. 60 seconds per entry, is there a way to get around this time consuming task.?	OGS could not duplicate the scenario described. Please complete the Price Pages as instructed.
172	Attachment 1 - Price Pages	Category Discount Worksheet	1	If NYS Pricing is based on an Approved GSA Supply Schedule Contract, can NYS create a "GSA" Category	OGS respectfully declines to make the requested change.

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				Discount to indicate GSA equivalent pricing from this Vendor?	
173	Attachment 1 - Price Pages	Instructions	1	Our bulk wire and cable price is based upon fluctuating commodities such as oil and copper. We typically update our pricing Quarterly adjusting for oil and copper price changes. Is that acceptable to the State given the length of this contract 5 to 10 years?	No. Please see Solicitation Section 2.14 Pricing for additional information.
174	Attachment 1 - Price Pages	Lot 1		Since Category Discounts are intended to facilitate a simple contract update, and this Vendor has an approved GSA Supply Schedule, can NYS create a Category Discount labeled "GSA Supply Schedule" to facilitate the pricing process?	OGS respectfully declines to make the requested change.
175	Attachment 1 - Price Pages	Lot 1 Software Tab		Are bidders required to submit maintenance for each software product as a separate line item (SKU) on the Lot 1 Software tab? Previous NYS OGS contracts did not require Contractors to show maintenance pricing as a separate line item. If the annual maintenance price is calculated as a percentage of the software product license fee, would it be acceptable to state the percentage in the Comments column as we have been able to do for past OGS contracts?	For each item, a vendor must include all Product information within Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages.
176	Attachment 1 - Price Pages	Lot 1 Software Tab		Other states will establish a contract for software products, training, and services rates as offered via the Contractor's GSA schedule rather than requiring Contractors to develop and maintain a separate and potentially very lengthy price list for NYS OGS. Such a contract includes a pricing addendum that specifies how the GSA price is to be adjusted for agencies purchasing products off the GSA schedule under the state contract, for example, to remove the IFF or to make other price adjustments as defined under the contract. Non-GSA products that the Contractor includes on the state contract are listed in a separate price listing. To make the bidding process more efficient for both OGS and bidders, will OGS allow bidders to reference their GSA schedule for any products on the GSA schedule that are being offered to OGS via the RFP?	OGS respectfully declines to make the requested change.
177	Attachment 1 - Price Pages	Lot 1 Software Tab		1) Must training courses be separately listed in Attachment 1 as separate line items/SKUs?	1) Yes. For each item, a vendor must include all Product information within

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				2) Our training catalog is extensive and includes thousands of offerings. Each course offering is subject to change at any time as new versions of software products are released and the training is updated as needed. For example, we typically add 25-30 course offerings per month to our online course catalog and retire a similar number monthly from the catalog. The GSA schedule and similar contracts with other states follow a reasonable approach to course offerings by defining a discount off the list price for any standardized training course listed in the Contractor's public online course catalog. Will OGS allow bidders to take this approach in responding to this RFP?	Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages. 2) Please see Appendix C - Contract Modification Procedure, Section 1.1.1 Updates for additional information.
178	Attachment 1 - Price Pages	Lot 1 Software Tab		Our training catalog is extensive and includes thousands of offerings. Each course offering is subject to change at any time as new versions of software products are released and the training is updated as needed. Training courses are generally priced based on the number of days required for the course. May Bidders provide a SKU for 1-day training, 2-days training, etc. with the required discount information rather than having to list thousands of individual course SKUs that may or may not be available when an Authorized User actually issues an RFQ that includes training?	No, a Vendor may not provide a SKU for only the number of days required for a course. For each item, a vendor must include all Product information, including a description of the training, within Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages.
179	Attachment 1 - Price Pages	Lot 2 Hardware	6	Are there provisions for product that will meet their end of life cycle to be taken off of the contract and replaced with their replacement product?	Please see Appendix C - Contract Modification Procedure and Solicitation Section 5.3 Contract Updates for additional information.
180	Attachment 1 - Price Pages	Lot 2 Hardware	6	Is there a provision to update or add new product throughout the contract period?	Please see Appendix C - Contract Modification Procedure and Solicitation Section 5.3 Contract Updates for additional information.
181	Attachment 1 - Price Pages	Lot 4 Implementation	8	Can we charge for Training on our product?	Vendors may include prepackaged training for Lots 1, 2 and 3 within Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages. Customized training may be included within Lot 4. Please see Solicitation Section 1.2 Lot Overview for additional information.

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182	Attachment 1 - Price Pages	Lot 4 Implementation	8	How is Maintenance handled?	Vendors may include maintenance for Lots 1, 2 and 3 within Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages. Please see Solicitation Sections 1.2 Lot Overview and 2.5.6 Maintenance Options for additional information.
183	Attachment 1 - Price Pages	Minimum Discount %s		What if unable to provide the minimum discount % in a category and request a deviation?	No deviation is required. Category Discounts are used to facilitate timely “simple” Contract updates. If a Vendor has multiple Discount levels, a Vendor would define a category for each Discount. If Vendor uses this methodology, all future Product “adds” would fall under the “complex” modification procedure. See Appendix C – Contract Modification Procedure.
184	Attachment 1 - Price Pages	N.A.	N.A.	1) Does the State require a single SKU for every product in the manufacturer's price book? 2) Will the State accept a discount by product category? Reason for the question: as a manufacturer, SKUs are changed with regularity, and the management process is complex, the State would have more contract over the manufacturer's price book if the State allows the manufacturer to group products into groups (i.e.: software, cloud, implementation) with a standardized discount.	1) Yes. 2) Yes. Please see Solicitation Section 2.5 Price Pages for additional information.
185	Attachment 1 - Price Pages	Reasonableness of Price		Although a contract may not require price pages, vendors could still have a Discount Category Schedule (which would be a table very similar to the one required by NYS OGS under Tab 3 of Attachment 13) that dictates the contract price for many of its' Public and Federal contracts. 1) Would OGS also allow a vendor to use a Discount Schedule/ Discount Category Schedule as Acceptable Documentation of Reasonableness of Price? 2) If OGS agreed, a vendor would then have “Discount Category Schedule” as a 5th option in column R for the “Type of Documentation” under the "Reasonableness of Price Validation" section of the price pages. When selecting the option of “Discount Category Schedule” in	1) and 2) OGS respectfully declines to make the requested changes. Please complete Price Pages as instructed.

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				column R, a vendor could then also reference a Contract Number in column S along with a Contract Price in column T.	
186	Attachment 1 - Price Pages	Vendor Information	1	Total Number of Items in Price Pages always shows "Incomplete", even if all pages have at least 1 entry in the "Discount Category", are we allowed to override this cell to show "Complete" ?	Please see Attachment 1 - Price Pages (revised 4-8-15) and Attachment 1A - Alternative Price Pages (revised 4-8-15).
187	Attachment 1 - Price Pages			"If we offer bundles which include services associated XaaS, i.e., cabling, configuration, can we include the bundle in the cloud lot or do we need to break those services out under the implementation lot?"	Cloud Bundled Products should be included in Lot 3 - Cloud. See Solicitation Section 1.2.3 Lot 3 - Cloud for additional information.
188	Attachment 1 - Price Pages			Can a product/sku be included in more than one lot?	No, the same SKU cannot be included in more than one Lot. See Solicitation Section 1.2 Lot Overview. Offerings that are provided under one Lot shall not be sold under other Lots.
189	Attachment 1 - Price Pages			1) "Vendor" would like to clarify that the State is requesting that each Lot only contain the Pricing for that particular Lot. 2) For example in the Cloud Lot a Bidder would put in the Price for Cloud, Compute, RAM, Storage, Firewalls, Operating System, etc. Do you want the Bidders to include in the Cloud Lot any bundled Services that are tied to Cloud, such as Set-up or On-boarding Services, Service Management, Bandwidth etc.?	1) Yes. The same SKU cannot be included in more than one Lot. 2) Stand-alone Third Party Products are excluded from Lot 3 - Cloud. Cloud Bundled Products should be included in Lot 3 - Cloud. See Solicitation Section 1.2.3 Lot 3 - Cloud for additional information.
190	Attachment 1 - Price Pages			If we are eligible under the Umbrella Contract to respond to the Implementation section (LOT 4) and we are not a manufacturer, how would we complete the Pricing forms?	Solicitation responses will only be accepted from Manufacturers. Please see Solicitation Section 2 Vendor Qualifications for additional information.
191	Attachment 1 - Price Pages			Will awarded Vendors have the opportunity to refresh their products and pricing / pricelist before the contract becomes effective? Vendors will want to provide the most current products and pricing (new products will be released and list prices will typically fall during the time between RFP response submittal and contract implementation).	No. Please see Solicitation Section 2.14 Pricing for additional information.

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192	Attachment 1 - Price Pages			Will the State provide a new version of Attachment 1 that allows Vendors to add rows on the Category Discount tab?	Please see Attachment 1A - Alternative Price Pages (revised 4-8-15).
193	Attachment 10 – Intent to Submit OGS Solicitation	Identify Officials and Principal Owners	1	Attachment 10 asks vendors to identify officials and principal owners. As a privately held company, we do not disclose ownership and percentages. Would that exclude us from proposing on the contract, given that we feel our company is the best fit and can address the needs of the State? In addition, we are covered by leading analyst research firms such as Gartner, IDC, Forrester and Info-Tech. We have established our reputation in government, serving organizations such as the State of Alabama and New York City Board of Education. These additional references can validate the ability of the company to execute on this contract.	Attachment 10 is voluntary. Please see Solicitation Section 2.10 New York State Vendor Responsibility Questionnaire For-Profit Business Entity for additional information, which is mandatory with Solicitation response.
194	Attachment 10 – Intent to Submit OGS Solicitation	Identify Officials and Principal Owners	1	Attachment 10 asks vendors to identify officials and principal owners. As a privately held company, we do not disclose ownership and percentages. Would that exclude us from proposing on the contract? If nondisclosure of ownership information would mean exclusion, what does "principal" mean in regards to the minimum acceptable ownership percentage to report? For example, does "principal" mean that we can report only a majority owner, only individuals that cover a certain percentage of ownership, or all individuals that comprise 100% ownership of the company? And how should we identify ownership via a trust?	Attachment 10 is voluntary. Please see Solicitation Section 2.10 New York State Vendor Responsibility Questionnaire For-Profit Business Entity for additional information, which is mandatory with Solicitation response.
195	Attachment 11 – How to Use This Contract	Section 1.1 Contract Scope	1	Under Lot #2: Hardware. Does Ethernet/Carrier Switches, Routers, IP Business Gateways, Session Border Controller, Wireless Access Points, WAN Access, and Wireless LAN "INCLUDED" as part of Lot #2: Hardware?	The listing of Products within Solicitation Section 1.2 Lot Overview are not meant to be exhaustive. Vendor may offer Products which meet the Solicitation requirements. Documentation will be considered upon submission evaluation.
196	Attachment 11 – How to Use This Contract			Can OGS clarify if there is a minimum dollar value associated with the RFQ process? For example, if an Authorized User needs to purchase just one laptop will they be required to use the RFQ process and get bids from 5 respondents?	A competitive RFQ is required for every purchase, regardless of dollar value. Please see Attachment 11 - How to Use This Contract for additional information.

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197	Attachment 12 – Template - Request for Quotation	All	All	Was this document provided in error? It isn't required to be completed for the response and seems to be incomplete to begin with.	Attachment 12 - Template - Request for Quote is provided for informational purposes and is not required to be completed and submitted with the Solicitation response. Authorized Users will use Attachments 12 (Attachment 12 – Part 1 - Statement of Work – Request for Quote and Attachment 12 – Part 2 – Statement of Work – Request for Quote – Financial) for Request for Quotes.
198	Attachment 12 – Template - Request for Quotation	General		Can our existing and agreed upon NYS OGS Enrollment Forms Terms and Conditions be passed through to our sub-contractors under this RFP?	Please see Solicitation Sections 6.11 Contractor's Obligation For Reseller Participation, 8.28 Additional Contractor Terms and Conditions Within an Authorized User Agreement and Appendix B, Section 28 Modification of Contract Terms.
199	Attachment 12 – Template - Request for Quotation	part 2-		Password needed to unlock form.	OGS respectfully declines to unlock the form. Attachment 12 - Template - Request for Quote is provided for informational purposes and is not required to be completed and submitted with the Solicitation response. Authorized Users will use Attachments 12 (Attachment 12 – Part 1 - Statement of Work – Request for Quote and Attachment 12 – Part 2 – Statement of Work – Request for Quote – Financial) for Request for Quotes.
200	Attachment 12 – Template - Request for Quotation	RFQ Summary	Tab 1	Can we can submit 2 quotes - Mitel Cloud Services and Mitel Business Solutions - to accommodate the 4 sections of the bid Section 1 -HW Section 2 - SW Section 3 - Cloud Section 4 - Implementation. Both entities are owned by the same parent company. Mitel Cloud Services would submit for Section 3 and Section 4 Mitel Business Solutions would submit for Section 1 Section 2 and Section 4 if we can submit 2 quotes - Mitel Cloud Services and Mitel	Attachment 12 - Template - Request for Quote is provided for informational purposes and is not required to be completed and submitted with the Solicitation response. Regarding the Solicitation, each Vendor must determine the best approach to responding. See Solicitation Section 2 Vendor Qualifications and Solicitation Section 3 – Vendor Submissions for additional information.

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				Business Solutions - to accommodate the 4 sections of the bid.	
201	Attachment 2 - Vendor Questionnaire	1	1	What does Vendor Verification mean?	This question is not understood as OGS cannot find the term "Vendor Verification" referenced within Attachment 2 - Vendor Questionnaire.
202	Attachment 2 - Vendor Questionnaire	Tab 3		Tab 3 (Vendor Checklist) is protected and we cannot edit. Please advise.	Attachment 2 - Vendor Questionnaire, tab 3 has been revised to remove password protection.
203	Attachment 2 - Vendor Questionnaire			With regards to the security requirements that this contract requires the vendors to adhere to covers a very large range and in most cases on an individual application/project basis not all of these requirements will apply. What will be the process to negotiate which security requirement(s) will apply on an individual project/application basis? For example: an application for the DoT to purchase salt will have different security requirements than one that involves taking in credit cards for payment of fees from state residents.	The response to this inquiry assumes the Vendor is referencing Appendix D - Primary Security and Privacy Mandates. Specific security requirements will be identified by the Authorized User at the RFQ transaction level.". Please see Solicitation Section 8.28 Additional Contractor Terms and Conditions within an Authorized User Agreement for additional information.
204	Attachment 3 – Vendor, Reseller and Agent Information	2.2	1	Do the 5 named Resellers need some sort of Government IT credentials to be on our list?	Please see Solicitation Section 6.11 Contractor's Obligation for Reseller Participation for additional information.
205	Attachment 3 – Vendor, Reseller and Agent Information	Contractor and Reseller Information	1	Attachment 3 requires that it be completed for each Lot a Vendor is providing a submission. If a Vendor intends to use the same resellers for one or more Lots, is it acceptable for the Vendor submit a single form with the appropriate Lots checked?	No. A Vendor must submit Attachment 3 - Contractor and Reseller Information for each Lot it is responding to.
206	Attachment 3 – Vendor, Reseller and Agent Information		1	"NYS Vendor ID" field is protected; we cannot edit. Please advise.	Attachment 3 – Contractor and Reseller Information was previously revised to include a field to collect NYS Vendor ID.
207	Attachment 3 – Vendor, Reseller and Agent Information			Will the State provide an unlocked version of this document that will allow Vendor to paste additional tables for the resellers Vendor is including?	OGS respectfully declines to make the requested change. A Vendor may submit multiple Attachment 3 forms if there is not

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					enough room for all Resellers a Vendor wishes to propose.
208	Attachment 4 - Verifiable Sales	1	1	NYS and this Vendor have had an Approved contract and price list with each other for over 10 years. This Vendor has also had an Approved GSA Supply Schedule with the Federal Government for almost 10 years. Since this Vendor is allowed to use the current NYS price list for Reasonableness of Price, is this Vendor still required to submit verifiable sales details for the Lots being submitted?	Yes.
209	Attachment 4 - Verifiable Sales	2.2 & Attachment 4	24	I know OGS had many questions regarding the submission of Verifiable Sales. Will OGS consider another form of proof that we meet the required verifiable sales to any Government Entity in a 12 month consecutive period? "Vendor's" business model is such that we sell all of our product and services through Distribution to our authorized Resellers. Therefore, we do not have access to end user invoices.	If a Manufacturer has no direct Government Verifiable Sales for a specific Lot of Products, but sells its Products through a Reseller or other provider (e.g. Contract Management Provider) to Government Entities, then that Manufacturer may use those Reseller or other provider invoices to demonstrate Verifiable Sales. See Solicitation Section 2.2 Verifiable Sales for additional information.
210	Attachment 4 - Verifiable Sales	All	All	"Vendor" is unable to complete this form as we do not invoice our customers direct. All customer purchases are conducted through Resellers. "Vendor" is not privy to the Resellers final invoice amount to an end customer.	Per Solicitation Section 2 Vendor Qualifications, a Vendor must demonstrate the "Minimum Verifiable Sales Required" for each Lot it is responding to in order to obtain an award for that Lot.
211	Attachment 4 - Verifiable Sales	Attachment 4 - Verifiable Sales	Instruc-tions	If the vendor does not meet the "Minimum Verifiable Sales Required" is that a disqualifier for the bid submission?	Yes. For each Lot a Vendor is responding to, a Vendor must demonstrate a minimum in verifiable sales. See Solicitation Section 2.2 Verifiable Sales for additional information.
212	Attachment 4 - Verifiable Sales	Attachment 4 - Verifiable Sales	Instruc-tions	Is the intent of the State to have vendors provide sales for just the state of NY?	No. Verifiable Sales will be accepted from Government Entities. Please see Solicitation Section 1.7 Glossary, Government Entity which states, "A federal, state or municipal entity located in the United States."
213	Attachment 4 - Verifiable Sales	Attachment 4 - Verifiable Sales	Instruc-tions	Is there a minimum "requirement" of \$1,000,000. for Lot 1 and \$5,000,000 for Lot 2?	Yes. Please see Solicitation Section 2.2 Verifiable Sales for additional information.
214	Attachment 4 - Verifiable Sales	General		As many educational institutions purchase from State Contract, for the purpose of calculating verifiable sales	Yes, when the educational institution is deemed to be a Government Entity (e.g.

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				would education customers be considered as a government entity?	SUNY, CUNY, BOCES, public school districts). Verifiable Sales will be accepted from Government Entities. Please see Solicitation Section 1.7 Glossary, Government Entity which states, "A federal, state or municipal entity located in the United States."
215	Attachment 4 - Verifiable Sales	General		Would federal government customers qualify towards the verifiable sales total?	Yes. Please see Solicitation Section 1.7 Glossary, Government Entity for additional information.
216	Attachment 4 - Verifiable Sales	General		For the purpose of calculating verifiable sales, would peripheral accessories and supplies count towards the cumulative total?	The Products used to demonstrate verifiable sales must be in scope for the Lot a Vendor is responding to. Please refer to Solicitation Sections 1.2 Lot Overview and 2.2 Verifiable Sales for additional information.
217	Attachment 4 - Verifiable Sales	Instructions	1	Do we have to have already met the minimum sales of \$1M,\$5M,\$250K and \$250K respectively in the defined categories, to Govt. Entities throughout the US or just the State of New York, before we can participate in this Solicitation?	Verifiable Sales will be accepted from Government Entities. Please see Solicitation Section 1.7 Glossary, Government Entity which states, "A federal, state or municipal entity located in the United States." Please also see Solicitation Section 2.2. Verifiable Sales for additional information.
218	Attachment 4 - Verifiable Sales	Instructions	1	How do we as a Manufacturer verify sales on this Contract? Will there be a POS report distributed to us on a regular basis?	Neither OGS nor Authorized Users will be providing a Manufacturer with a report on purchases made from the Manufacturer under the Contract. Contractors will be required to furnish OGS quarterly sales reports upon award. Please see Solicitation Section 6.5 Sales Reporting Requirements for additional information.
219	Attachment 4 - Verifiable Sales	Instructions	1	For each respective Lot, if a manufacturer has direct Government sales and also sells its Products through a Reseller, can the manufacturer use both direct and Reseller invoices to demonstrate Verifiable Sales?	If a Manufacturer holds a Government Contract and sells only through Resellers, Reseller invoices may be used as long as the Manufacturer's name/Contract number is referenced on the invoice. See Solicitation Section 2.2 Verifiable Sales for additional information.

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220	Attachment 4 - Verifiable Sales	Lot 1	Lot 1 tab	Attachment 4 asks vendors to list past invoices to prove meeting a minimum sales threshold. We like to keep our clients' information confidential, would it be possible to submit a financial statement showing sales volume instead of disclosing this information?	OGS respectfully declines to make the requested change. Please see Appendix B, Section 9 Confidential/Trade Secret Materials which states in part "Properly identified information that has been designated confidential, trade secret, or proprietary by the Bidder will not be disclosed except as may be required by the Freedom of Information Law or other applicable State and federal laws."
221	Attachment 4 - Verifiable Sales	Lots 1-4 Worksheets	Lots 1-4 tabs	Can OGS confirm that Vendor's are only required to submit the number of invoices required to meet the minimum thresholds and not all invoices for the 12 month period indicated?	Yes. Please see Solicitation Section 2.2 Verifiable Sales for additional information.
222	Attachment 4 - Verifiable Sales	Rows 2-3, Vendor Name, FIN	Lot 1-4 tabs	It appears the Vendor Name and FIN from Vendor Certification Tab does not carry through on rows 2-3 on additional tabs and are locked. Can OGS supply and updated workbook?	Please see Attachment 4 - Verifiable Sales which was previously revised to carry Vendor Name and FIN number across all worksheets.
223	Attachment 4 - Verifiable Sales	Sales	Lot 2	this form is password protected limited to 120 lines this has to be opened up to accommodate our POS sales	Please see Attachment 4 - Verifiable Sales which was previously revised to add additional lines (121-500)..
224	Attachment 4 - Verifiable Sales	Vendor Certification Tab		If a manufacturer provides direct and Reseller invoices to demonstrate Verifiable Sales for a specific Lot, does the manufacturer still need to complete the "Manufacturer Certification of No Direct Government Sales" section on Tab 1 - Vendor Certification?	Only Manufacturers who have no direct Government sales must complete the "Manufacturer Certification of No Direct Government Sales" section on Tab 1 - Vendor Certification. Please Solicitation Section 2.2 Verifiable Sales for additional information.
225	Attachment 4 - Verifiable Sales	Vendor Certification Tab		Can a manufacturer's corporate signature policy be provided in lieu of a letter certifying authorization for a designee for the vendor certification?	Yes, if it clearly shows a designation from the CFO to that individual person.
226	Attachment 4 - Verifiable Sales	Vendor Certifications		Is it possible to unlock the INDIVIDUAL, CORPORATION, PARTNERSHIP, OR LLC ACKNOWLEDGMENT section to allow inputs via keyboard?	OGS respectfully declines to make the requested change, as the intent is for this section to be hand-written.
227	Attachment 4 - Verifiable Sales			1) As all purchases are processed through our Reseller network, we do not have the invoice numbers. We have the date, solutions purchased, the dollar totals, and the organization which made the purchase. Is that sufficient	1) No, a PDF of each qualifying invoice detailing and highlighting the actual Products sold is required for verification purposes. Please see Solicitation Section 2.2 Verifiable

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				for this section? 2) Also, if unable to meet minimum sales within New York State, able to use purchases to other State Governements?	Sales for additional information. 2) Yes. Please see Solicitation Section 1.7 Glossary, Government Entity for additional information.
228	Attachment 4 - Verifiable Sales			If Vendor has met the verifiable sales volumes for a particular lot or lots via reported sales under the direct NY contract and indirect miscellaneous NY contract in place today, may Vendor be excused from the Verifiable Sales requirement for that lot / those lots? Alternatively, if Vendor is not excused from the requirement entirely, may Vendor submit NY state contracts sales reports as documentation instead of copies of invoices?	OGS respectfully declines these requests. Vendors are required to include all qualifying invoices used to demonstrate Verifiable Sales. Please see Solicitation Section 2.2 Verifiable Sales for additional information.
229	Attachment 4 - Verifiable Sales			Over 2000 invoices will be needed as supporting documentation to demonstrate the required volume of sales. Vendor requests that the State amend the requirement that these be included in the hard copy proposals submitted to the State, and require them only for the electronic submittal.	OGS respectfully declines to make the requested change. Vendors are required to include all qualifying invoices used to demonstrate Verifiable Sales. Please see Solicitation Section 2.2 Verifiable Sales for additional information. Reminder – Vendors only need to submit enough invoices to meet minimum sales; this may be done through a combination of high dollar invoices.
230	Attachment 4 - Verifiable Sales			The level of detailed required to be included in the invoices is overly burdensome and we have never been required by any other state to provide this level of detailed information in a solicitation. If a vendor cannot comply with this requirement, will that vendor be disqualified from responding?	Vendors are required to include all qualifying invoices used to demonstrate Verifiable Sales. Please see Solicitation Section 2.2 Verifiable Sales for additional information. Reminder – Vendors only need to submit enough invoices to meet minimum sales; this may be done through a combination of high dollar invoices.
231	Attachment 5 - Vendor Insurance Requirements	General		New York State should allow for redacted insurance policy documentation; there could potentially be proprietary information included in the policies. Otherwise, customer data that is not redacted cannot and will not be shared.	See revised Attachment 5 - Vendor Insurance Requirements, related revisions to the Solicitation, and the responses to Insurance-related questions.
232	Attachment 5 – Vendor Insurance Requirements	1	1	Can the additional insured requirements be limited to the CGL and Auto and Umbrella insurance required, so that it does not extend to the E&O/Cyber policy and Crime policy? That is, can the last sentence of Section 1 be amended as follows, “The additional insured requirement	The additional insured requirement does not apply to Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, Workers' Compensation and Disability coverage. See Revised Attachment 5 -

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				<p>does not apply to Workers' Compensation and Disability coverage, and Data Breach and Privacy/Cyber and Technology Errors and Omissions coverage and Crime coverage."</p> <p>Reason: It is not standard to agree to add a customer or client to an E&O policy as additional insured. And additional insured concepts do not apply to Crime insurance. The State of New York would want to be included as a loss payee, as its interests may appear, which is the way Clause 2.4 is written.</p>	Vendor Insurance Requirements, Section 1.10 Additional Insured / Loss Payee Status.
233	Attachment 5 – Vendor Insurance Requirements	1.3	1	<p>In the first paragraph of Attachment 5, you state "A Vendor shall be required to procure, at its sole cost and expense, all insurance required by this Attachment and, unless otherwise required by this Section, provide proof of the same within twenty (20) business days of tentative award and before commencing any work under any Contract resulting from this solicitation.", yet further down in the document, paragraph 1.3, you state "Vendors shall provide a Certificate or Certificates of Insurance and required amendatory endorsements, in a form satisfactory to OGS, at the time of Vendor Submission, thereafter, within three (3) business days of request." Which is it? Do we need to provide Proof of Insurance with our bid submission, or does it need to be provided within 20 business days of tentative award?</p>	All proof of insurance is required at time of Solicitation response, and upon Contract Award, within ten (10) business days upon insurance policy renewal and/or request. Please see revised Attachment 5 - Vendor Insurance Requirements.
234	Attachment 5 – Vendor Insurance Requirements	1.3	2	<p>Request the first sentence at the top of page 2 of 8 be amended to apply only to cancellation and nonrenewal. Reason: It is not possible to get the wording required, which requires notice not only of cancellation and nonrenewal, but also material change.</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
235	Attachment 5 – Vendor Insurance Requirements	1.5	2	<p>Can NY OGS please change the requirement from a minimum of 30 days notice to one (1) day? Vendor cannot guarantee 30 days advanced notice. We strive to bind our insurance renewal as early as possible but depending on market conditions, we may be negotiating pricing and terms up until the final few days.</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.

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236	Attachment 5 – Vendor Insurance Requirements	1.5	2	<p>Can the first sentence of 1.5 be changed from “thirty (30) days prior to the expiration” to “ten (10) days within renewal of”. Reason: It is not possible to provide a renewal certificate of insurance prior to when the coverage renews. Alternatively, please insert "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."?</p> <p>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.</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
237	Attachment 5 – Vendor Insurance Requirements	1.5	2	<p>Can the sentence in 1.5 regarding OGS's or Authorized Users ability to withhold payment be deleted? Reason: The remedy of contract breach of the promise to provide insurance should be sufficient. In addition, for large publicly held companies with the financial ability to absorb losses up to the insurance limits, such company should not be penalized because this term or that of its insurance program is deemed by OSG as not being in compliance.</p>	OGS respectfully declines to make the requested change. Please see revised Section 1.7 Policy Renewal/Expiration for additional information.
238	Attachment 5 – Vendor Insurance Requirements	1.6	2	<p>Can the second sentence of 1.6 be deleted? Reason: Our Crime insurance policy has a deductible in excess of \$100,000, and as a publicly traded company we have sufficient ability to cover a crime loss in excess of \$100,000.</p>	See Revised Attachment 5 - Vendor Insurance Requirements, Section 1.8 Self-Insured Retention/Deductibles.
239	Attachment 5 – Vendor Insurance Requirements	1.6	2	<p>Please define the process for OGS to approve a self-insurance retention?</p>	The process involves a determination that the vendor has the financial capacity to cover the retention and OGS gaining an understanding of how the program is administered.
240	Attachment 5 – Vendor Insurance Requirements	2.1	4	<p>Can NY OGS remove the Contractor Means & Methods from insurance requirements.</p>	Contractor means and methods has been removed. Please see revised Section 2.1 Commercial General Liability Insurance.

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241	Attachment 5 – Vendor Insurance Requirements	2.1	3,4	Please remove the explosion, collapse & underground coverage requirement because it is not applicable to this IT contract.	OGS respectfully declines to make the requested change.
242	Attachment 5 – Vendor Insurance Requirements	2.3	6	Vendors Technology Errors and Omissions/Cyber Liability policy does not include coverage for extended theft and mysterious disappearance and does require a condition requiring an arrest and conviction. This is standard in the insurance industry. Is this acceptable?	Please see revised Sections 2.3 Data Breach and Privacy/Cyber Liability and 2.5 Crime.
243	Attachment 5 – Vendor Insurance Requirements	2.4	6	Can NY OGS please remove the 3 year Crime Runoff coverage requirement?	OGS respectfully declines to make the requested change.
244	Attachment 5 – Vendor Insurance Requirements	3.1	7	Will OGS agree to accept a certificate of insurance at bid submission for proof of Worker's Compensation Coverage Requirements. The requested form can be obtained and submitted to NY OGS upon bid award.	All proof of insurance must be provide with Solicitation response. An Acord form (certificate of insurance) is not acceptable proof of workers' compensation or disability benefits coverage.
245	Attachment 5 – Vendor Insurance Requirements	1.3 Certificates of Insurance/Notices	2	Due to the large number of clients, our Insurance Agent will only commit to endeavoring to provide 30 days' notice of cancellation or material change in the policy. Please revise as follows: "Unless otherwise agreed to in writing, policies shall be written so as to include a provision that the insurer will endeavor to provide thirty (30) days' notice for cancellation of any policy. Vendor shall provide thirty day notice of any change to the policy which is deviation from the requirements herein. Materially changed [...]"	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
246	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	Our insurance carrier is unable to provide renewal certificates prior to the actual date of renewal. Providing evidence of renewals within 30 days has been an acceptable practice in the past with the State. Please modify the language as follows: "As soon as possible, upon the renewal of the policies, Vendor and Contractors [...]"	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
247	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	Section 1.5 requires Contractors to provide evidence of policy renewal or replacement policies at least thirty (30) days prior to the expiration of any policy. We have extensively evaluated the challenges of meeting this requirement in actual practice. Based on decades of	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.

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				<p>corporate experience in insurance and risk management operations and input from multiple independent experts, we contend that as written this requirement forces Contractors to agree to terms they cannot in practice comply with.</p> <p>Our corporate VP for Risk Management has 40 years of experience in risk management and insurance, including 11 years with our company. After reviewing the RFP terms, he states that we cannot guarantee that we can comply with this requirement. In practice, he states, “underwriters typically do not get serious in negotiating terms and pricing until inside of 30 days from expiration,” presumably due in part to other, earlier renewals due with other companies. He further states, “The practicality of renewals is that oftentimes they are completed the final week before expiration.” (Cont'd. below)</p>	
248	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	<p>(Cont'd.) As a customer of the insurance providers, a Contractor can request a service level that will allow the Contractor to comply with these RFP terms, but in reality the Contractor cannot force its insurance providers to operate in such a way that compliance is certain.</p> <p>This concern is apparently widespread, as more than a dozen Bidders requested that OGS reconsider similar contract language in another recent OGS solicitation. Although OGS has repeatedly refused to reconsider changing this requirement, we respectfully request that OGS recognize the untenable position that it puts Contractors in and change the requirement so that policy renewal/replacement documentation is required by the date of policy expiration.</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
249	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	<p>Section 1.5 requires Contractors to provide evidence of policy renewal or replacement policies at least thirty (30) days prior to the expiration of any policy.</p> <p>We respectfully request that OGS explain the rationale behind this requirement, given the widespread concerns of</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.

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				Bidders on other OGS solicitations about being able to comply with this requirement.	
250	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	<p>Section 1.5 requires Contractors to provide evidence of policy renewal or replacement policies at least thirty (30) days prior to the expiration of any policy.</p> <p>The tangible and meaningful benefit to the State from requiring that specified levels/types of insurance be maintained at all times is the protection afforded by the insurance coverage. Requiring Vendors to provide updated replacement Certificates of Insurance not less than 30 days prior to expiration does nothing to increase the protection and value to the State, as long as the required levels of coverage are maintained. This requirement does, however, place an inequitable and unnecessary administrative burden on Vendors even though it provides no real value to the State.</p> <p>We respectfully request that OGS recognize the untenable position that it puts Contractors in and change the requirement so that policy renewal/replacement documentation is required by the date of policy expiration.</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
251	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	<p>Section 1.5 requires Contractors to provide evidence of policy renewal or replacement policies at least thirty (30) days prior to the expiration of any policy.</p> <p>We fully agree that the OGS has a valid interest in requiring that Contractors maintain prescribed levels and types of insurance to protect the State. However, the RFP requirements go far beyond defining "what" a Contractor has to deliver. The RFP terms attempt to prescribe "how" a Contractor has to meet the valid requirement for keeping adequate insurance coverage in place at all times during the contract term. Contract terms of this nature define and limit how Contractors operate to meet contract requirements and often have unintended results, such as limiting competition, discouraging Contractor innovation, and increasing overall costs to the State. Industry best practice is that the State should define the contract</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.

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				deliverables and then allow Contractors determine the best way to deliver the required services and/or products. As long as a Contractor maintains the required levels of insurance coverage, it should be immaterial to the State how the Contractor interacts with its insurance providers. We respectfully request that OGS recognize the untenable position that it puts Contractors in and change the requirement so that policy renewal/replacement documentation is required by the date of policy expiration.	
252	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	<p>Section 1.5 requires Contractors to provide evidence of policy renewal or replacement policies at least thirty (30) days prior to the expiration of any policy.</p> <p>How does OGS intend to monitor and enforce compliance with this contract requirement? Given that multiple Bidders have stated that compliance with this requirement could be beyond a Contractor's control, does OGS anticipate holding a Contractor in breach of the contract if the Contractor is unable to provide renewal certificates at least 30 days prior to policy expiration, even if the insurance coverage is properly maintained in force? How will the interests of the State be served if multiple Contractors are no longer able to bid on RFQs because they have been unable to comply with this requirement, despite their best good faith efforts?</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
253	Attachment 5 – Vendor Insurance Requirements	1.5 Policy Renewal/Expiration	2	<p>Section 1.5 requires Contractors to provide evidence of policy renewal or replacement policies at least thirty (30) days prior to the expiration of any policy.</p> <p>These requirements represent a significant change and escalation from the insurance requirements of previous OGS contracts. We respectfully request that OGS help Bidder's understand the reasons behind this unprecedented change in contract terms related to insurance.</p>	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
254	Attachment 5 – Vendor Insurance Requirements	1.6 1.6 Self-Insured Retention/Deductibles	2	We are a financially sound company, as reflected in our annual reports, and is able to absorb our insurance deductibles and would not expect to have to disclose to or	OGS respectfully declines to make the requested change.

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				obtain approval for these amounts from the State. Additionally, our insurance policies are not procured on a contract-specific basis, and thus contain coverage specifications that are confidential and not relevant to our work for the State. Please remove this requirement.	
255	Attachment 5 – Vendor Insurance Requirements	2.1, 2.2.1	4	Please modify the Waiver of Subrogation Endorsement request within 3 days of request to 7 days or commercially reasonable.	A Waiver of Subrogation Endorsement shall be provided at the time of Solicitation response and thereafter, within ten (10) days of request. Please see revised Section 1.11 Waiver of Subrogation for additional information.
256	Attachment 5 – Vendor Insurance Requirements	2.1.1 - Waiver of Subrogation	4	Is a blanket Waiver of Subrogation satisfactory for meeting this requirement?	Yes, if the blanket Waiver of Subrogation provides the requisite coverage. Documentation will be considered upon submission evaluation.
257	Attachment 5 – Vendor Insurance Requirements	2.1.1 Waiver of Subrogation 2.2.1 Waiver of Subrogation	4	Due to the large number of clients, our Insurance Agent would prefer to show evidence of the waiver of subrogation on the insurance certificate. Would this be acceptable to the State? This would result in a revision to the text as follows: “A Waiver of Subrogation Endorsement shall be provided with Vendor Submission or upon tentative award, and on the renewal certificates thereafter.”	OGS respectfully declines to make the requested change.
258	Attachment 5 – Vendor Insurance Requirements	2.1.1 Waiver of Subrogation 2.2.1 Waiver of Subrogation	4	Similar to our other contracts we request the State grant a mutual waiver of subrogation.	OGS respectfully declines to make the requested change.
259	Attachment 5 – Vendor Insurance Requirements	2.1.2 Excess/Umbrella Liability	4	Vendors Crime Insurance policy provides for coverage for third party fidelity including cyber theft as opposed to Vendors Commercial General Liability policy. Is this acceptable?	Third party fidelity has been removed from Section 2.1 Commercial General Liability.
260	Attachment 5 – Vendor Insurance Requirements	2.2.1 - Waiver of Subrogation	4	Is a blanket Waiver of Subrogation satisfactory for meeting this requirement?	Yes, if the blanket Waiver of Subrogation provides the requisite coverage. Documentation will be considered upon submission evaluation.
261	Attachment 5 – Vendor Insurance Requirements	2.2.2	4 and 5	A business automobile policy cannot include fidelity coverage. We respectfully request that the following language be deleted:	Third party fidelity has been removed from Section 2.2 Comprehensive Business Automobile Liability Insurance.

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				The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as "Loss Payees."	
262	Attachment 5 – Vendor Insurance Requirements	2.2.2 Excess/Umbrella Liability	4	Vendors Crime Insurance policy provides for coverage for third party fidelity including cyber theft as opposed to Vendors Automobile Liability policy. Is this acceptable?	Third party fidelity has been removed from Section 2.2 Comprehensive Business Automobile Liability Insurance.
263	Attachment 5 – Vendor Insurance Requirements	2.3.1 - Policies Written on Claims-Made Basis	5 and 6	Extended discovery is an option that can be purchased if a policy is not renewed. We would agree to purchase a 3-year extended discovery period if we do not continue coverage. Is this approach acceptable?	Yes.
264	Attachment 5 – Vendor Insurance Requirements	Attachment 5		I apologize if I missed it, but I didn't see that OGS answered this question that was submitted during the first round of Q&As. 1) Is Crime coverage a mandatory requirement? Nimble carries some coverage, but not the comprehensive coverage of a stand-alone policy and with the limits and terms required in this Section. Nimble does not carry Third Party Crime insurance. 2) What "Cyber theft" exposure is the State of New York concerned about? If privacy security and data, then we do have this under our Cyber liability policy. However, if tangible property, we will need to look at adding additional crime coverage. Please see Attachment 5 with comments/questions from our insurance provider.	1) Yes, Crime Insurance is mandatory. 2) OGS respectfully declines to provide the requested information. Per Section 1.3, Cyber Theft of customer's property including but not limited to money and securities. 3) OGS reviewed the comments/questions that were provided by the insurance provider.
265	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 1.3	2	Request state remove the word "materially" from the following paragraph. Unless otherwise agreed, policies shall be written so as to include a provision that the policy will not be canceled, materially changed, or not renewed without at least thirty (30) days prior written notice except for non-payment, in which case, notice shall be provided as required by law to OGS. The prospective awardee/Contractor shall not take any action, or omit to take any action that would suspend or invalidate any of	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.

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				the required coverages during the period of time such coverages are required to be in effect.	
266	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 1.4	2	Request this section exclude Technology Errors and Omissions/Data Breach and Privacy/Cyber Liability, Workers Compensation and employers Liability Insurance and Crime Insurance	The additional insured requirement does not apply to Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, Workers' Compensation and Disability coverage. Please see revised Section 1.10 Additional Insured/Loss Payee for additional information.
267	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 1.5	2	Request that the state add: "Vendor will make best efforts" to meet the 30 day requirement.	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
268	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 1.7	3	Request the following be deleted (on Insurance Service Office's (ISO) form number CG 20 10 11 85 or the equivalent). Reason for removal is because it covers the sole negligence of 3rd parties. Therefore, you are including NYS for their negligence by making that claim on the form.	OGS respectfully declines to make the requested change. Section 1.10 Additional Insured / Loss Pay Status and 2.1.1 states, in part, "CG 20 10 11 85 <u>or the equivalent</u> ." [underlining added]
269	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 1.7	3	Request to add to this section that the Crime insurance will list these entities as Loss Payee.	Loss payee does apply to crime. The requirements provide: In addition, The People of the State of New York, the New York State Office of General Services and any entity authorized by law or regulation to use any Contract resulting from this solicitation as an Authorized User and their officers, agents and employees, as their interests may appear, shall be named as Loss Payees as respects the specific amount of Crime Insurance required by this solicitation and any Contract resulting from this solicitation. Please see revised Section 1.10 Additional Insured/Loss Payee Status and 2.5 Crime for additional information.
270	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.1.2	4	Request the deletion of (• CG 20 10 11 85 or an equivalent- Additional Insured-Owner, Lessees or Contractors (Form B); and). Reason for removal is because it covers the sole negligence of 3rd parties.	Third party fidelity has been removed from Section 2.2 Comprehensive Business Automobile Insurance. Please see revised Section 2.1.2 Commercial General Liability Insurance.

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				Therefore, you are including NYS for their negligence by making that claim on the form.	
271	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.1.2	4	Request the deletion of (The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as “Loss Payees.”). Reason being as this section relates to Crime Insurance.	Third party fidelity has been removed from Section 2.1 Commercial General Liability. Please see revised Attachment 5 - Vendor Insurance Requirements, revised Section 2.1.2 Commercial General Liability Insurance.
272	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.2.2	5	Request the deletion of this section in its entirety, as it relates to Crime Insurance.	Third party fidelity has been removed from Section 2.2 Comprehensive Business Automobile Insurance. Please see revised Section 2.1.2 Commercial General Liability Insurance.
273	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.3	5	Item 10 (Staffing or Other Support Services) are not considered to be in scope under the resulting contract. We ask that this item be deleted.	OGS respectfully declines to make the requested change.
274	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.3.1	6	Request this paragraph be deleted (The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as “Loss Payees.”).	OGS respectfully declines to make the requested change.
275	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.4	7	Request that Cyber and Cyber Liability be deleted from the following: (• The policy shall include coverage for third party fidelity including cyber theft if not provided as part of Cyber Liability and name The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation as an Authorized User and their officers, agents, and employees as “Loss Payees.”)	OGS respectfully declines to make the requested change.
276	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.4	7	Request that Extended Theft be deleted from the following: (• The policy shall include coverage for extended theft and mysterious disappearance.)	Extended theft only applies to Crime. Please see revised Attachment 5 - Vendor Insurance

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					Requirements, Section 2.4 Technology, Errors and Omissions.
277	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.4	7	Request the following bullet be deleted (• Any warranties required by the Vendor’s and Contractor’s insurer as a result of this Solicitation must be disclosed and complied with.). We ask to remove, as this is information shared between the insurer and insurance company. These should not be disclosed to another party.	The provision “Any warranties required by the Vendor’s and Contractor’s insurer as a result . . .” only applies to Crime.
278	Attachment 5 – Vendor Insurance Requirements	Attachment 5 - Sect 2.4	6	Request the word "Discovered" be added to ""loss discovered form”	OGS cannot provide a response as we cannot find a reference to “loss form.”
279	Attachment 5 – Vendor Insurance Requirements	Multiple	Multiple	We submitted twelve First Inquiries requesting clarification of the Insurance Requirements in RFP Attachment 05. None of these questions were included or addressed in the Q&A document released on March 27. Was there a reason for this omission? We are resubmitting these questions as Second Inquiries and respectfully request that OGS address these questions to help bidders evaluate their ability to comply with the Umbrella Contract Vendor Insurance Requirements.	Bid Solicitation Update #6 made notification that responses to MWBE and Insurance was delayed and would be posted as soon as possible. Inquiries relating to MWBE and Insurance were posted on April 8, 2015.
280	Attachment 5 – Vendor Insurance Requirements	Paragraph that follows 1.7 regarding additional insureds	3	Additional Insureds does not apply to Workers Compensation and Disability coverage. Additional Insureds also should not apply to fidelity coverage and professional liability/errors and omissions coverage. We respectfully request that this paragraph be modified to recognize these exceptions.	The additional insured requirement does not apply to Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, Workers' Compensation and Disability coverage. Please see revised Section 1.10 Additional Insured/Loss Payee for additional information.
281	Attachment 5 – Vendor Insurance Requirements	Section 1.3	3	Will the State define "Materially Changed", or in the alternative accept language that states that notice will be provided in accordance with the policy provisions?	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices.
282	Attachment 5 – Vendor Insurance Requirements	Section 1.4, Primary Coverage	2	Vendor's insurance carriers do not permit its Cyber Liability and Crime policies be primary/non-contributory. Will OGS exclude these types of coverages from this requirement?	OGS respectfully declines to make the requested change.
283	Attachment 5 – Vendor Insurance Requirements	Section 1.5	3	Will the State require Contractor to have Crime or Fidelity Insurance, or will the State accept a professional errors and omissions insurance with an umbrella policy as an alternative?	Will the State require Contractor to have Crime or Fidelity Insurance, or will the State accept a professional errors and omissions insurance with an umbrella policy as an

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					alternative? A Vendor must provide all proof of insurance as described in Attachment 5 - Vendor Insurance Requirements with Solicitation response. Documentation will be considered upon submission evaluation.
284	Attachment 5 – Vendor Insurance Requirements	Section 1.5	3	Will the State consider Insurance renewal retroactively to cover contracts in place rather than an Extended Discovery period?	The question is not understood.
285	Attachment 5 – Vendor Insurance Requirements	Section 1.5, Policy Renewal/Expiration	2	Vendor may not have bound coverage 30 days prior to renewal. Will OGS agree to Vendor providing OGS with evidence of policy renewal or replacement at least 7 days prior to expiration instead of 30 days?	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices
286	Attachment 5 – Vendor Insurance Requirements	Section 1.5; Policy Renewal/Expiration	2	Insurance carriers may present terms less favorable than the expired coverage. Will OGS delete the verbiage “no less favorable than the expiring policies” and replace it with “meeting requirement set forth in this solicitation”?	Please see revised Section 1.7 Policy Renewal/Expiration.
287	Attachment 5 – Vendor Insurance Requirements	Section 1.6	3	Will the State require details of deductibles on the Certificates of Insurance for Self Insured?	Yes. The OGS review process involves a determination that the vendor has the financial capacity to cover the retention and OGS gaining an understanding of how the program is administered.
288	Attachment 5 – Vendor Insurance Requirements	Section 1.7	3	Will the State consider the possibility that smaller subcontractors only need to have insurance requirements that cover the subcontractor's responsibilities under the contract?	The solicitation requires that subcontractors comply with the insurance requirements.
289	Attachment 5 – Vendor Insurance Requirements	Section 1.7; Subcontractors	3	Many service engagements do not require additional insured status for the Cyber Liability or Crime policies. Will OGS revise this section in order to allow this requirement to be addressed in the RFQ?	The additional insured requirement does not apply to Data Breach and Privacy/Cyber Liability, Technology Errors and Omissions, Workers' Compensation and Disability coverage. Please see revised Section 1.10 Additional Insured/Loss Payee for additional information.
290	Attachment 5 – Vendor Insurance Requirements	Section 2.4; Crime Insurance	6	Vendor's crime insurance policy is on a loss discovered form instead of a loss sustained form. Will OGS revise this section to say Crime Insurance on “loss sustained form” or “loss discovered form”?	OGS has made the requested revision. Please see revised Section 2.5 Crime Insurance.

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291	Attachment 5 – Vendor Insurance Requirements	Vendor Insurance Requirements	General	Please confirm that the State will be amenable to discussing, upon contract award, minor changes to these provisions in order to clarify certain provisions and maintain conformance with our standard policies.	Please see revised Attachment 5 – Vendor Insurance Requirements.
292	Attachment 5 – Vendor Insurance Requirements	Vendor Insurance Requirements 1.3 Certificates of Insurance / Notices General Conditions	1	Due to the large number of clients, our Insurance Agent requests a minimum of 10 business days to respond to subsequent requests for proof of insurance coverage. Will the OGS please make this change?	Section 1.4 30 Days' Prior Written Notice has been removed. Please see revised Section 1.3 Certificates of Insurance/Notices
293	Attachment 5 – Vendor Insurance Requirements	Waiver of Subrogation		The paragraph seems to reference a property insurance clause that does not seem applicable to this Solicitation. Please confirm.	Waiver of Subrogation is required for Commercial General Liability and Comprehensive Automobile Insurance, as well as excess/umbrella, if applicable.
294	Attachment 5 – Vendor Insurance Requirements			is it a requirement to have Data breach/Privacy/Cyter liability coverage?	Yes.
295	Attachment 5 – Vendor Insurance Requirements			Is it a requirement to have Technoloy E&O?	Yes.
296	Attachment 5 – Vendor Insurance Requirements			Workers comp-- we will list on the Acord certificate form however your document form says is not acceptable. Can we get the form that the state requires to have our broker legal dept sign off on it?	Please see revised Attachment 5 - Vendor Insurance Requirements, Section 3.1 Proof of Compliance with Workers' Compensation Coverage Requirements for a listing of forms that are acceptable to OGS.
297	Attachment 8 - Encouraging Use of NYS Business in Contract Performance			Since OGS requires other reports related to this contract to be submitted quarterly, will they accept a quarterly M/WBE report?	Attachment 8 – Encouraging Use of NYS Businesses in Contract Performance is not related to MWBE reporting. This form is completed once to be provided with Solicitation response. OGS respectfully declines to make the requested change. Please see Solicitation Section 4.10.3.6 Monthly MWBE Contractor Compliance Report for additional information.
298	Attachment 9 – Report of Contract Sales	pertaining to Section 6.5 Sales Reporting Requirements	Form	In order to drive automation and compliance in reporting overall sales for this contract, would the state consider all components on one report and not request the break out of software, hardware, cloud and implementation?	OGS respectfully declines to make the requested change. Attachment 9 – Report of Contract Sales has been divided into Contract Lots for data analytical purposes.

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299	Attachment 9 – Report of Contract Sales			Can you please confirm that we do not need to submit this attachment with the proposal?	Attachment 9 Report of Contract Sales is not required with Submission response. Please see Solicitation Section 6.5 Sales Reporting Requirements for additional information.
300	General	N/A	N/A	Are there per-transaction fees associated with this contract? (Other contracts require either the OEM or VAR to pay a % fee back to the state for each deal run through the vehicle). Please confirm if there is one for this contract.	No, there are no fees associated with this Solicitation and resulting Contracts.
301	General	N/A	N/A	According to the 3/10/15 solicitation update, the anticipated postings to the 1st inquiry are supposed to be made available on 3/24/15. As of 3/25/15, we do not see them on the website. When will these be made available?	First round of inquiry responses were made available on March 27, 2015.
302	General	N/A	N/A	According to the 3/10/15 solicitation update, the Intent to Bid (Attachment 10) is due 5/26/15 and the proposal submission date is 5/28/15. These dates seem very close to each other. Please confirm these dates are correct.	These dates are correct.
303	General	N/A	N/A	Do we need to provide a proposal narrative or do we only fill out the forms?	A proposal narrative is not required with Solicitation response. Please see Solicitation Section 3.1 Contents for a listing of documents/attachments to be completed/included as part of a Solicitation response.
304	General	N/A	N/A	There are a number of attachments that are password protected and we cannot enter data in certain fields. Will you be providing unprotected documents with the new updates?	Please See Bid Solicitation Updates for a listing of document and attachment revisions, including removal of password protection.
305	General	Response to First Inquiry		Given there has not yet been a response to previously submitted inquires that were related to M/WBE Requirements and Attachment 5 – Vendor Insurance Requirements, will the vendors be permitted to submit additional inquiries after the release of those responses?	The Solicitation was previously revised to allow an extended inquiry period relating specifically to Insurance and MWBE. The inquiry period closed on April 20, 2015, Please see Solicitation Section 1.9 Key Events/Dates for additional information.
306	General			Does this contract allow for piggybacking from other states? (i.e. can other states choose to purchase from this contract vehicle, or is it just limited to Ne	Yes, this Contract will allow for piggybacking from other states; however other states cannot directly purchase from this Contract See Solicitation Section 8.3 Non-State Agencies Participation in Centralized Contracts and Extension of Use.

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307	General			If the data is already de-identified, can the data be used?	The question is not understood.
308	General			Is there a requirement (in dollars) that we must run through this vehicle in order to remain in 'good standing" (i.e. will we be removed from the contract if we fail to run _____ dollars through the vehicle?)	There are no sales requirements to remain in good standing.
309	General			Is this bid solely for manufacturers or are retail stores also allowed bid? Because I see only manufacturers attended the pre-bid conference as per the Conference Attendees attachment.	Vendor Submissions will only be accepted from Manufacturers. Please see Solicitation Section 2 Vendor Qualifications for additional information.
310	Solicitation	22772		22772 -Does this solicitation include a telecom provider audit or physical line audit	OGS declines to respond to this inquiry since it is not related to Solicitation 22802. The services described are not within scope of Solicitation 22802.
311	Solicitation	1 Contract Scope	10	Are patrol vehicle and wearable camera systems for law enforcement use within the scope of this contract, along with the software are services that support them?	The listing of Products within Solicitation Section 1.2 Lot Overview are not meant to be exhaustive. Vendor may offer Products which meet the Solicitation requirements.
312	Solicitation	1 Contract Scope, 1.1 Overall Scope, 1st paragraph, 1st sentence	10	In order to align with its commercial practices, would the State consider the Manufacturer compliant with RFP 22802 if the resultant contract was held by an authorized Contract Management Provider appointed by Manufacturer for Manufacturer's products and services with a 2-step value added distribution channel of an authorized Distributor and authorized Resellers.	No, OGS seeks qualified and experienced Manufacturers of IT commodities and services ("IT Products"), to provide Vendor Submissions as outlined in this Solicitation. Contract awards will be made to all responsive and responsible Manufacturers who meet minimum qualifications of the Solicitation. Please see Solicitation Section 2 Vendor Qualifications for additional information.
313	Solicitation	1 Contract Scope, 1.12 Intent To Submit OGS Solicitation	10, 22	Please describe/define what is the Vendor Responsibility Review and what is it determining?	See Solicitation Sections 2.10 New York State Vendor Responsibility Questionnaire For-Profit Business Entity and 8.20 Contractor Responsibility.
314	Solicitation	1.1 Overall Scope	10	If the Contractor bids with one set of resellers in a Lot, may the Contractor bid a different Lot with another set of resellers?	Yes. Please see Attachment 3 – Contractor and Reseller Information.
315	Solicitation	1.1 Overall Scope	10	Section Comment: OGS seeks qualified and experienced Manufacturers of IT commodities and services ("IT Products"), to provide Vendor Submissions as outlined in this Solicitation.	All Vendors meeting Solicitation requirements will be considered for Contract award. Please refer to Solicitation Section 2,

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				<p>Question: If our company meets the "Cloud Manufacturer" definition of creating, programming, developing, implementing, and currently providing warranty and support of our proprietary system – do we qualify as a "Cloud Manufacturer" and therefore are eligible to submit an RFP response?</p> <p>Definition of Manufacturer – Cloud An organization that creates, programs, or develops a proprietary system that is delivered as a subscription service that is branded, warranted, supported, and maintained by the entity that creates it. It may or may not be hosted by the Manufacturer, but the Manufacturer will be held responsible for the performance of the service provided regardless of the owner of the support infrastructure.</p>	Vendor Qualifications for additional information.
316	Solicitation	1.1 Overall Scope	10	<p>Section Comment: OGS seeks qualified and experienced Manufacturers of IT commodities and services ("IT Products"), to provide Vendor Submissions as outlined in this Solicitation.</p> <p>Question: Is the State looking for a specific set of "Cloud Manufacturer's" such as "Vendor A", "Vendor B" etc.?</p>	All Vendors meeting Solicitation requirements will be considered for Contract award. Please refer to Solicitation Section 2, Vendor Qualifications for additional information.
317	Solicitation	1.1 Overall Scope	10	<p>Section Comment: OGS seeks qualified and experienced Manufacturers of IT commodities and services ("IT Products"), to provide Vendor Submissions as outlined in this Solicitation.</p> <p>Question: Is the State looking for a specific set of "Cloud Manufacturer's" such as "Vendor A", "Vendor B" etc. or if our company meets the below definition as we do create, program, develop, implement, and currently warrant and support our proprietary system – does the State agree that we are a "Cloud Manufacturer"?</p>	All Vendors meeting Solicitation requirements will be considered for Contract award. Please refer to Solicitation Section 2, Vendor Qualifications for additional information.
318	Solicitation	1.1 Overall Scope, Resellers	10 of 72	The solicitation anticipates that Contractor may allow Resellers to directly receive contracts under this contract. The solicitation also states that the Contractor would remain liable for Reseller's performance and compliance with all Contract terms and conditions. Since that	Resellers will not hold Contracts. In regard to Solicitation Section 1.1 Overall Scope, OGS respectfully declines to make the requested change. Please refer to Solicitation Section

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				language is broad enough to imply that the Contractor would be responsible even for non-performance issues, including criminal behavior on the part of the Reseller, request the last sentence of the second paragraph of this section be deleted.	6.11 Contractor's Obligation for Reseller Participation.
319	Solicitation	1.15 Contract Start	23	If a vendor includes clarifications or exceptions with its bid, will OGS reject that Vendor's bid or ignore such clarifications and award a bid as if they are not included, or will OGS allow the Vendor an opportunity to withdraw its proposal prior to an "award" of the contract?	Please see revised Solicitation Section 4.6 Extraneous Terms and 4.12 Vendor Submission Validity for additional information.
320	Solicitation	1.16 Contract Term	23	Under this clause, would the term of any particular customer contract ever be extended automatically by the State's right to extend the Umbrella Contract?	No, there are no automatic Authorized User extensions. See Solicitation Section 8.4 Expiration of Contract; Survival of Authorized User Agreements.
321	Solicitation	1.17 Downstream Prohibition	23	Please clarify that Vendors will not be required or be asked to provide specifications for future bids.	OGS cannot make this clarification as the scope of Authorized User requirements will be defined in the RFQ.
322	Solicitation	1.2 Lot Overview	10	Given that operating systems are necessary to facilitate operation of some products such as servers, may Vendor bid third party operating systems as part of Lot 2?	See Solicitation Section 1.2.2 Lot 2- Hardware Exclusions and Solicitation Section 2.6.2.3 Related Software.
323	Solicitation	1.2 Lot Overview	10	If an implementation service is related to Cloud, does Vendor include it in Lot 3 or Lot 4? Or both? For example, Vendor offers training for Cloud offerings. Would Vendor include any prepackaged Cloud training in Lot 3 and custom Cloud training in Lot 4? If not, how should Vendor include them?	Please see Solicitation Section 1.2 Lot Overview for additional information. Pre-packaged Cloud training should be included in Lot 3 - Cloud. Custom Cloud training should be included in Lot 4 - Implementation.
324	Solicitation	1.2 Lot Overview	10	If Vendor has hardware products that can be purchased stand-alone or as part of a cloud offering, should Vendor include the products in Lot 2, Lot 3, or both Lot 2 and Lot 3?	Standalone Lot 2 - Hardware Products shall be included in Lot 2. Cloud Bundled Products, shall be included in Lot 3 - Cloud. Please see Solicitation Section 1.2 Lot Overview for additional information.
325	Solicitation	1.2 Lot Overview	10	If Vendor has software products that can be purchased stand-alone or as part of a cloud offering, should Vendor include the products Lot 1, Lot 3, or both Lot 1 and Lot 3?	Standalone Lot 1 - Software Products shall be included in Lot 2. Cloud Bundled Products shall be included in Lot 3 - Cloud. Please see Solicitation Section 1.2 Lot Overview for additional information.
326	Solicitation	1.2 Lot Overview	10	In the 1.2 Restrictions, it states "Offerings that are provided under other Lots cannot be purchased under this	Each item requires a unique SKU. If you have a pre-packaged Bundled SKU, it may

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				Lot". If we have prepackaged offerings that apply to multiple Lots, will they be disregarded if included under multiple lots? (for example: Remote Administration/Maintenance offerings that apply to both software Lot 1 and hardware Lot 2)	appear in multiple Lots only if the SKU is unique to a Lot.
327	Solicitation	1.2 Lot Overview	10	In which lot does Infrastructure as a Service fall?	Manufacturer's Cloud Infrastructure as a Service should be included in Lot 3 – Cloud. See Solicitation Section 1.2.3 Lot 3 - Cloud for a list of Product Inclusions, Restrictions and Exclusions.
328	Solicitation	1.2 Lot Overview	19	In which lot should Vendor bid software that is specifically tied to something in the hardware lot (for example, server management software that may or may not be sold with a server)?	Manufacturer's standalone Software should be included in Lot 1 - Software. Hardware Bundles, included related Software should be included in Lot 2 - Hardware.
329	Solicitation	1.2 Lot Overview	10	Please confirm that Vendor may propose consulting services in Lot 4 if they are related to lots 1, 2 and 3, even though Section 1.3 states that consulting is expressly excluded from the scope of the contract.	See Solicitation Section 1.2 Lot Overview and revised section 1.3 Products and Services Excluded from Scope of the Solicitation and Resulting Contracts.
330	Solicitation	1.2.1 Lot - Software		Products within six months of their end of life cannot be offered on the contract.	Please refer to Solicitation Section 1.2.2, Lot 2 – Hardware, which states, in part, that "No Products deemed end of Manufacturer production or within six months prior to end of life are to be sold, <u>except with prior written approval by the Authorized User</u> [underlining added]."
331	Solicitation	1.2.1 Lot 1 - Software	10	Are Remote Administration/Maintenance offerings for software acceptable under Lot 1?	Yes.
332	Solicitation	1.2.1 Lot 1 - Software, 1.2.2 Lot 2 - Hardware	10,11	Can NY OGS please remove the \$25,000 not to exceed limitation and let it remain limited in amount to 10% of the net NYS Contract Price for the total Products being procured.	OGS respectfully declines to make the clarification.
333	Solicitation	1.2.1-1.2.4	10-14	"Configuration Services (Limited in amount to 10% of the net NYS Contract Price for the total Products being procured not to exceed \$25,000 total." Does this constraint apply to customized training in Lot-4 (for Lots1-3)?	No. This limitation does not apply to customized training in Lot 4 - Implementation Services.
334	Solicitation	1.2.2 Lot 2 - Hardware	12	Vendor currently holds a contract for products under OGS Group 75525 which was awarded Sept 1, 2014 and continues through Aug 31, 2017. These products are	Current Contract holders under OGS 75525 are not excluded from responding to this Solicitation. However, Products awarded

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				currently listed under the excluded items. " Printers, Peripherals, Accessories and Related Services (OGS Group 75525) until such time as those awards are no longer valid". Are manufacturers that hold a currentl contract under OGS 75525 excluded from submitting a response to this RFP for those products listed under 75525?	under OGS 75525 are excluded. Please See Solicitation Section 1.2.2 Lot 2 - Hardware Exclusions.
335	Solicitation	1.2.3 Lot 3 – Cloud	12	OGS added an inclusion for “Pre-Packaged Cloud Connectivity Bundle” but in 1.2 the State added an express exclusion for “Stand-alone Connectivity Services.” The term “Connectivity” is not defined in the RFP, please clarify what is meant by it, and explain how OGS allows a pre-packaged bundle but excludes a stand-alone offer.	Please see revised Solicitation Section 1.2.3 Lot 3 - Cloud for an example of Pre-packaged Cloud Connectivity Bundle. See also Solicitation Section 1.3 Products and Services Excluded From Scope of the Solicitation and Resulting Contracts.
336	Solicitation	1.2.3 Lot 3 – Cloud	12	OGS added the inclusion of a "Cloud Connectivity Bundle" but did not define the Capitalized term. Can OGS please define the term?	Please see revised Solicitation Section 1.2.3 Lot 3 - Cloud, for an example of Pre-packaged Cloud Connectivity Bundle.
337	Solicitation	1.2.3 Lot 3 – Cloud	12	Should summary language be included, added for Lot-3 Cloud?	This question is not understood.
338	Solicitation	1.2.3 Lot 3 – Cloud	12	Should the Configuration Services 10% constraint language be added to Lot-3 for consistency?	OGS respectfully declines to make the requested change.
339	Solicitation	1.2.4 Lot 4 - Implementation Services	13	Does the response change if we are a Value added Reseller of the manufacture for these products today for private companies?	No.
340	Solicitation	1.2.4 Lot 4 - Implementation Services	13	If you are not the Manufacturer of HW, Cloud or Software, Are we still eligible to get on the Umbrella contract on Lot 4 (Implementation) as long as we implement the Stated HW & SW In Lot 1,2 or 3?	No. Responses will only be accepted from Manufacturers. Please see Solicitation Section 2 Vendor Qualifications for additional information.
341	Solicitation	1.2.4 Lot 4 - Implementation Services	13	May Vendor include training on printers in Lot 4?	Products within the scope of OGS 75525 are excluded. Please See Solicitation Section 1.2.2 Lot 2 - Hardware Exclusions. If the Manufacturer provides printers outside of 75525 and within the scope of Lot 2 - Hardware, pre-packaged training may be included under Lot 2 - Hardware. Custom training for those Products can be provided under Lot 4 - Implementation. Please See

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					Solicitation Section 1.2.2 Lot 2 - Hardware Exclusions for additional information.
342	Solicitation	1.2.4 Lot 4 - Implementation Services	13	May Vendor include training on third party products, including third party software, in Lot 4?	Yes, only if the Third Party Product is part of a Product Bundle. Standalone Third Party products are excluded from this Solicitation. Please see Solicitation Section 1.3 Products and Services Excluded from Scope of the Solicitation and Resulting Contracts for additional information.
343	Solicitation	1.2.4 Lot 4 - Implementation Services		It appears that the first three lots are bid separately from the fourth. This may be unrealistic; for example, some Cloud vendors may need to do some initial scoping and design, which seems to be prohibited from the third lot. However, it may be important for implementation to happen by the prime. (Many members shared the concern that it is unclear how this lot will be used.)	This statement is not entirely accurate. Authorized Users define requirements, including which Lots are needed, within an RFQ. Please see Attachment 11 - How to Use the Manufacturer Umbrella Contract for sample procurement scenarios and for additional information.
344	Solicitation	1.2.4 Lot 4 Implementation Services	13	Restricting the allowance of customized training for New products only may not be in the best interest of NYS OGS, and "Vendor" believes that customized training should be an option for Legacy (existing) products as well. Would NYS OGS consider removing the New Products restriction - to allow customized training for both existing and new products?	Custom training under Lot 4 - Implementation Services may only be for Products included in Attachment 1 - Price Pages or Alternative 1A - Price Pages for Lots 1, 2 and/or 3. See revised Solicitation Section 1.2.4 Lot 4 - Implementation Services.
345	Solicitation	1.3 Products and Services Excluded from Scope of the Solicitation and Resulting Contracts	14	Is Time & Materials explicitly excluded from Lot-4 Implementation Services?	Yes. Time and Materials are excluded from all Lots of the Solicitation. Please see Solicitation Section 1.3 Products and Services Excluded from Scope of the Solicitation and Resulting Contracts for additional information.
346	Solicitation	1.3 Products and Services Excluded from Scope of the Solicitation and Resulting Contracts	14	OGS added language prohibiting stand-alone "Connectivity Services" but did not define the Capitalized term. Can OGS please define the term?	OGS respectfully declines to make the requested change. See revised Solicitation Section 1.3 Products and Services Excluded From Scope of the Solicitation and Resulting Contracts.
347	Solicitation	1.3 Products and Services Excluded from Scope of the	14	OGS expressly excludes "Staff Augmentation." Does this mean that a Contractor cannot charge for the labor of a new member of its staff that it may need to hire to perform	For purposes of this Solicitation, Staff Augmentation is standalone hourly based IT Services. See revised Solicitation Section 1.3 Products and Services Excluded From

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		Solicitation and Resulting Contracts		Implementation Services in Lot 4? Otherwise, please clarify this exclusion.	Scope of the Solicitation and Resulting Contracts.
348	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	If the State will be running two OGS contracts simultaneously, how will the MFN clauses in Appendix B, (17f) be reconciled? Better pricing due to quantity discounts (or other) in one contract will trigger the MFN clause in the other contract.	Contracts resulting from this Solicitation are intended to replace existing OGS Contracts in whole or in part. Any existing Contracts within the scope of this Solicitation are subject to cancellation.
349	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	Relative to existing contracts in place, pricing and deliverables of a solution are often developed to function as a whole and offer the best value to authorized end users. Can you provide an example of an instance where a contract may be replaced "in part"? Do you envision OGS contracts being replaced more "in part" or "in their entirety".	OGS respectfully declines to provide the requested example.
350	Solicitation	1.5 Replacement of Existing Statewide Contracts	14	Will current vendor contracts under OGS 75525 be cancelled as a result of the award under solicitation 22802?	Contracts resulting from this Solicitation are intended to replace existing OGS Contracts in whole or in part. Any existing Contracts within the scope of this Solicitation are subject to cancellation.
351	Solicitation	1.7 Glossary	20	In the revised RFP, in section 1.7 the State has added a definition for "Sales Agent" but has not used that term elsewhere in the RFP. Please explain the State's expectation of the use of Sales Agents?	OGS respectfully declines to provide the requested explanation. Please see revised Attachment 3 - Contractor and Reseller Information, Section 3 Sales Agent Information.
352	Solicitation	1.7 Glossary	17	OGS clarified the definition of "Government Entity" to include any Government Entity in the US. Will OGS accept a contract restricted to Authorized Users only in the State of New York, exclusive of Federal government entities?	OGS does not understand the context in which the question is being asked, therefore OGS respectfully declines to make the confirmation.
353	Solicitation	1.7 Glossary	15	OGS has modified the definition of Configuration to include installation, but has modified the definition of Installation to exclude configuration. This appears to establish a conflict between the two terms. Can OGS please clarify?	OGS does not agree that the terms are in conflict, therefore OGS respectfully declines to make the confirmation.
354	Solicitation	1.7 Glossary		There is a capitalized new term "Supplier" that is defined as "the seller of Products" but the capitalized term "Supplier" is not used elsewhere in the RFP. The term "supplier" (un-capitalized) is used in a number of places, however some of these appear inconsistent with the	The definition for Supplier has been removed from the Glossary.

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				definition in Section 1.7 – for example in the context of a “supplier of Contractor” when the RFP otherwise assumes that the “seller” will either be the Contractor or its Reseller. Can OGS please clarify this defined (capitalized) term.	
355	Solicitation	1.7 Glossary	17	Would the State consider changing the defined term “Fleet Management” to “Inventory Management”? We believe the latter is less ambiguous, to the extent that some vendors may wish to propose software or cloud services for the purpose of managing “fleets” of vehicles and/or employees.	OGS respectfully declines to make the requested change.
356	Solicitation	1.9 Key Events	22	Due to the magnitude of the changes created as a result OGS' response to the first round of inquiries, Verizon respectfully requests a 30 day extension on bid submission due date	OGS respectfully declines to make the requested change.
357	Solicitation	1.9 Key Events	22	Given the large quantity of products and services in scope of this RFP and the truncated time to review round 1 of Q&As, in addition to an extension is it possible to have another round of questions?	OGS respectfully declines to make the requested change.
358	Solicitation	1.9 Key Events/Dates	22	If the responses to the 2nd inquiry are not posted by the anticipated date of May 5, will OGS extend the submissions due date to give Vendors adequate time to review and address them?	OGS respectfully declines to make the requested change.
359	Solicitation	1.9 Key Events/Dates	22	Since the OGS released several updated documents, pricing pages and additional updated documents are forthcoming, we respectfully request the second inquiry period to be moved to allow several additional weeks to review ALL of the changes in the new documents. Since the first inquiry period is set for April 7th we request OGS to answer this question as soon as possible	OGS respectfully declines to make the requested change.
360	Solicitation	10.6 Retainage	71	Please confirm that the retainage percentage may be negotiated directly with the Authorized User.	Yes, subject to the Authorized User RFQ.
361	Solicitation	2 Vendor Qualifications	24	If awarded this contract, will this replace and terminate our current OGS contract (OGS Contract # - Telecommunications and Equipment Contract)? If NO, are we allowed to respond to this solicitation with products that are on our existing contract?	A Manufacturer that provides Products within the scope of this Solicitation may respond. See Solicitation Section 2 Vendor Qualifications for additional information. Contracts resulting from this Solicitation are intended to replace existing OGS Contracts

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					in whole or in part. Any existing Contracts within the scope of this Solicitation are subject to cancellation. Please see Solicitation Section 1.5 Replacement of Existing Statewide Contracts for additional information.
362	Solicitation	2 Vendor Qualifications	24	If we do not get awarded for this solicitation, does our existing contract (OGS Contract X- Telecommunications and Equipment Contract) still stay in effect until 2024?	Please see Solicitation Section 1.5 Replacement of Existing Statewide Contracts for additional information.
363	Solicitation	2 Vendor Qualifications	24	If we respond to multiple Lots, but are only qualified for one Lot - will we be partially awarded for that one qualified Lot?	Vendors will only be awarded Contracts for Lot(s) which they meet all requirements. Please see Solicitation Section 2 Vendor Qualifications for additional information.
364	Solicitation	2 Vendor Qualifications, 2.10.1 Review of Prospective Contractors and 2.11 Tax Law 5-A	30-32	If Manufacturer currently has these on file, must they be redone for response to this solicitation?	Yes.
365	Solicitation	2.1 Vendor Eligibility	24	Lot 4 qualifications: We have done millions of dollars of implementation work as a subcontractor on 2 government jobs (New York City Transit) and we have done millions of dollars of PM, MS, design, rack and stack and implementation projects in the private sector. Based on this I'm not sure we meet your minimum qualifications for Lot 4 support. Can our qualifications be reviewed prior to submission?	No.
366	Solicitation	2.12 Toll Free Number	32	If the vendor does not currently have a toll-free number, does this automatically disqualify the vendor from being awarded the opportunity to receive RFQs under this Umbrella solicitation?	A toll-free number is a Contract requirement.
367	Solicitation	2.13.2 Billing Contact	32	In a situation where resellers are utilized can a contact come from a reseller?	The Manufacturer responding to the Solicitation must include their Billing Contact information. In addition, any Resellers named by the Manufacturer may also include Billing Contact information within the "qualifying criteria" field. See revised

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					Attachment 3 - Contractor and Reseller Information for additional information.
368	Solicitation	2.13.4 Contract Administrator	32	The requirement for the Contractor Administrator uses the term "dedicated" as opposed to "designated". Is the State requiring Vendors to provide a dedicated resource, unable to support other customers or functions, solely to support the updating and management of the OGS contract?	This Contract requires a designated Contract Administrator. Please see revised Solicitation Section 2.3.4 Contract Administrator for additional information.
369	Solicitation	2.2 Verifiable Sales	24	Many of Vendor's sales to Government Entities are completed through Authorized Resellers. Vendor understands that it may submit Reseller invoices for sales of our products to Government Entities to document the required levels Verifiable Sales. However, if the Authorized Reseller is unable or unwilling to provide copies of their invoices documenting sales to Government Entities or if the Reseller's invoices do not include the required information, will OGS allow Vendors to provide invoices from Vendor to the Authorized Reseller as acceptable documentation of Verifiable Sales, assuming that the total of the Qualifying Sales on these invoices exceeds the Minimum Verifiable Sales for the given Lot? (This request assumes, very reasonably, that the Authorized Reseller resold the products to Government Entities at a price no lower than the price from the Vendor to the Authorized Reseller as shown on the invoices.)	OGS respectfully declines to make the requested change.
370	Solicitation	2.2 Verifiable Sales	24	Can multiple government agencies across different states be listed in order to meet the threshold for verifiable sales?	Yes.
371	Solicitation	2.2 Verifiable Sales	24	Section 2.2 Verifiable Sales. "A Vendor shall utilize Attachment 4 – Verifiable Sales, which summarizes the Governmental Entity, paid invoice date, paid invoice number, and qualifying invoice amount. A PDF of each qualifying invoice detailing and highlighting the actual Products sold is required for verification purposes and must be submitted with the Attachment 4 ..." Question: We are able to provide sales information showing reseller name, address of reseller, manufacturer name, and	No.

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				reseller purchase price, along with the end user name and address to meet the verifiable minimum sales requirement. However, because of the structure of a channel sales model, we do not have access to end-user invoices, nor is it contractually feasible. Is there any alternative to end user invoices for demonstrating verifiable sales to government entities that we are able to use?	
372	Solicitation	2.2 Verifiable Sales	24	This section states that paid invoices from a manufacturer's authorized reseller are acceptable if the Manufacturer is identified on the invoice. Is the listing of Manufacturer-branded product on the invoice considered identification of the manufacturer? For example, if the reseller invoice lists "Company ABC Notebook 1234," may Company ABC use that invoice as part of its documentation?	Yes.
373	Solicitation	2.2 Verifiable Sales	24	Verizon once again requests that the requirement for providing copies of our customer's invoices be removed and an alternative means of verifying revenues be determined. As Verizon and other vendors asserted in the first round of questions, customer invoices contain confidential information as well as FCC protected CPNI. Providing un-redacted copies of customers' invoices is not a common or compliant practice in the telecommunications industry. Due to CPNI protection requirements of the FCC and standard governmental confidentiality provisions which require FOIL requests, obtaining written consent of our customers is burdensome undertaking and it is unlikely that many customers will provide consent; effectively this requirement may preclude Verizon from responding to the bid.	OGS respectfully declines to make the requested change. Please see Appendix B, Section 9 Confidential/Trade Secret materials for additional information.
374	Solicitation	2.2 Verifiable Sales	24	We have done more than 250K of cloud services business in the private sector but have not done this work before for government institutions. Would our private sector business be considered to qualify us to do this work for the purposes of this contract?	No. Verifiable Sales will only be accepted from Government Entities. Please see Solicitation Section 1.7 Glossary, Government Entity for additional information.
375	Solicitation	2.3 Nationally Published Price List	25	1) Will OGS accept other price lists, such as GSA Schedules held by manufacturer's resellers, as a Nationally Published Price List?	1) Yes, If a Manufacturer has no Nationally Published Price List for a specific Lot of Products, but sells its OEM Products through

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				2) Some vendors do not "publish" their price lists for competitive reasons. Will OGS entertain a vendor's commercial price list despite the fact that it is not publically available?	a Reseller or other provider (e.g. Contract Management Provider) to Government Entities, then that Manufacturer may use the Reseller's or other provider's Nationally Published Price List for the OEM Products. 2) Please see revised Solicitation Section 2.3 Nationally Published Price List for the types of acceptable price lists.
376	Solicitation	2.3 Nationally Published Price List	25	If a Vendor only has some limited custom Value Add Services that are classified as custom services created for a specific procuring agency that are not tied to a general part number created and available at the publically available Manufacturer Commercial price list, would a Vendor be able to include those limited offerings if a list price quote and contract price quote are provided along with the guaranteed discount for auditing purposes at the time of the purchase and during the term of the contract?	No. Each item proposed must have a unique Manufacturer Part Number (SKU). See revised Solicitation Section 1.3 Products and Services Excluded From Scope of the Solicitation and Resulting Contracts.
377	Solicitation	2.3 Nationally Published Price List	25	The solicitation requires vendors to submit a price list. Will this remain private, only for use by New York State and affiliated entities, or will this become a public list that other vendors could potentially see?	Please see Appendix B, Section 9 Confidential/Trade Secret Materials for additional information.
378	Solicitation	2.3 Nationally Published Price List	25	Vendor price lists are proprietary and confidential and not posted publicly. Also, price lists change irregularly, so providing a price list at the time of bid submission wouldn't be very effective due to changes that may occur. Product names and packages / bundles offered change, therefore we prefer to offer a standard discount on discountable software and services at the time of bid submission.	OGS respectfully declines to make the requested change. Please see Appendix B, Section 9 Confidential/Trade Secret Materials for additional information.
379	Solicitation	2.4 Reasonableness of Pricing	26-27	If Vendor is proposing new product that has not been sold or included on a contract, how does Vendor show reasonableness of pricing for that product?	A Vendor must demonstrate Reasonableness of Price for all items included on Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages. Please see Solicitation Section 2.4 Reasonableness of Price for a list of acceptable documentation of Reasonableness of Price.
380	Solicitation	2.4 Reasonableness of Pricing	26	In the past, NYS OGS has recognized the WSCA contract as a competitive comparison for pricing, ie. the NYS	Please see Solicitation Section 2.4 Reasonableness of Price for a list of

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				WSCA Piggyback iPhone RFP. In addition on the current NYS CTS award, the WSCA contract has been recognized for competitive comparison as well. Please confirm you continue to recognize WSCA as a contract that Government customers purchase from for many products.	acceptable documentation of Reasonableness of Price.
381	Solicitation	2.4 Reasonableness of Pricing	26	Some of the services we intend to bid are newly released services, such that the pricing is not part of another existing government contract to point to for competitiveness yet. Can an exemption for this service be granted for reasonableness of pricing, if it does not currently exist on another contract vehicle yet ?	A Vendor must demonstrate Reasonableness of Price for all items included on Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages. Please see Solicitation Section 2.4 Reasonableness of Price for a list of acceptable documentation of Reasonableness of Price.
382	Solicitation	2.5 Price Pages	27	As a major manufacturer our price lists for each Lot are tens of thousands lines long and we require the ability to apply the required data in bulk into Attachment 1 as opposed to line by line. In order this to accurately reflect the correct discounts and prices we need the formulas to be removed and given as an option. Will NYS please provide edit the worksheet for Attachment 1 with this modification?	Vendors may use Attachment 1A - Alternative Price Pages for ease of importing large amounts of Data in lieu of Attachment 1 - Price Pages.
383	Solicitation	2.5 Price Pages	27	Verizon once again requests that the requirement for including a SKU on the pricing pages, invoices and on documentation demonstrating reasonableness of price be removed or not applied to Lot 3. Inclusion of SKU numbers is a common practice for hardware and software providers, it is not a common practice in the telecommunications industry nor is it common for services that are not hardware or software associated. We will not be able to adjust billing systems that serve thousands of customers to accommodate this requirement strictly for the State; so effectively this requirement will preclude us from responding to the bid. This is not a requirement for any other Government Entity (or commercial) contract that Verizon holds today.	OGS respectfully declines to make the requested change.
384	Solicitation	2.5.3.2 Industrial Finding Fee	28	This clause states that if the NYS Net Price is based on an approved GSA Supply Schedule, then the NYS Net Price must be reduced by the amount of the IFF (currently set at	OGS respectfully declines to make the requested change. Please see Solicitation

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				.75%), which would result in the published NYS Net Price falling below this Vendor's published GSA Supply Schedule Price. PLEASE NOTE: This Vendor has an Approved GSA Supply Schedule Contract with the Federal Government and as a result is subject to many pricing regulations associated with this contract. One of these Federal Regulations is that the Federal Government is to receive the best possible price on any/all items and that no other entity shall receive the same or lower price. This Vendor is required by the Federal Government to maintain a pricing ratio of at least .75% between the price the Federal Government receives and everybody/anybody else. If this Vendor does not maintain at least a .75% pricing ratio between the Federal Government and everybody/anybody else, this Vendor will be in violation of their Federal contract. As a result, this Vendor is not able to comply with the requested "2.5.3.2 Industrial Funding Fee clause" of the contract. Question: Will NYS reconsider their requirement for NYS Net pricing to include the IFF (going below the GSA price), and accept the GSA equivalent price (without reducing the Net pricing by the IFF) as an alternative that will allow this Vendor to comply with both the GSA contract and a contract with NYS? If not, can NYS provide any other alternative options allowing this Vendor to comply?	Section 2.4 Reasonableness of Pricing for additional information.
385	Solicitation	2.5.5 Travel Meals and Lodging		For Lots 1-3, NYS Net Price is inclusive of travel, meals and lodging. With regard to onsite training (delivered at an NYS OGS location); there is a requirement for instructor travel and per diem in accordance with the State's Travel Reimbursement Manual. Would NYS OGS consider adding the same exception language, as exist for Lot 4 within the same section to Lots 1-3 [In circumstances where Net Price is exclusive of travel, meals and lodging, reimbursement shall be made in accordance with the State's Travel Reimbursement Manual]?	OGS respectfully declines to make the requested change.
386	Solicitation	2.6.1 Lot 1 - Software	28	"Vendor" may include its' Proprietary Software product line, maintenance/support, and pr-packaged training that is available under Contractor's US Commercial Price List or under GSA Supply Schedule." This same section and	Products as described are included within Lots1-3. Solicitation Section 2.6.1.2 has been deleted. Please see new Solicitation Section 2.5.8 Proprietary

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				language does not exist for Lot 2 or Lot 3. Would NYS OGS consider adding such language for consistency across Lots1-3?	Maintenance/Support and Pre-Packaged Training Products for additional information.
387	Solicitation	2.6.1.1 Pricing Calculations	28	How would enterprise software licenses be sold in this scenario?	A Manufacturer may provide an enterprise license SKU within Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages. Please see revised Solicitation Section 2.6.1.1 Pricing Calculations.
388	Solicitation	2.6.2.1 Lot 2-Hardware, Imaging and/or Loading Services	29	Section 2.6.2.1 Lot 2-Hardware, Imaging and/or Loading Services We consider Imaging or loading hardware services an [implementation] service and planned on providing these services under Lot 4 Implementation Services. Should these services be listed in Lot 2 for hardware or Lot 4 for Implementation Services? If they are to be listed with Implementation Services can you amend the Solicitation to move this under section 2.6.4 for Lot 4-Implementation?	Imaging and/or Loading Services are to be included in Lot 2 - Hardware.
389	Solicitation	2.6.3 Lot 3 - Cloud	29	In regards to Pricing for Lot Group 3- Cloud, many products are priced with Non-Recurring Fees and Recurring Fees, similar to previous NYS OGS Award, ie NYS CTS. Can the pricing grids be amended to account for bot of these types of charges?	Non-recurring fees and recurring fees must be included in Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages as separate SKUs. OGS respectfully declines to make the requested change.
390	Solicitation	2.6.3 Lot 3 - Cloud	29	In regards to Pricing for Lot Group 3- Cloud, vendor pricing unit varies by product, can individual products have unique unit titles?	Yes, if each Product contains a unique SKU number and is included in Attachment 1 - Price Pages or Attachment 1A - Alternative Price Pages.
391	Solicitation	2.6.4 Lot 4 - Implementation	29	In regards to Pricing for Lot Group 4- Pricing is not based on hourly rates, however a not to exceed fixed rate. Is this acceptable?	No. Per Solicitation Section 2.6.4 Lot 4 - Implementation, Vendors will submit all titles and not to exceed hourly rates associated with Implementation Services. Please see Solicitation Sections 1.2.1 Lot 1 - Software, 1.2.2 Lot 2 - Hardware, 1.2.3 Lot 3 - Cloud, for Inclusions such as pre-packaged installation and configuration services.
392	Solicitation	3 Vendor Submission, 3.1.1, 3.1.2; also references	33-35	1) OGS requires Vendors to submit Proof of Compliance with Attachment 5 for both the electronic and hard copies. However Attachment 5 states in the first sentence that proof is to be provided within 20 days of tentative award. It	1) Proof of compliance with Attachment 5 - Vendor Insurance Requirements (revised 4-8-15) is required with Solicitation response. Please see Attachment 5 - Vendor

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		Attachment 5- Vendor Insurance Requirements		is premature for Vendors to obtain coverage and meet requirements without an award. 2) Can OGS explicitly state what Vendors are required to submit to be compliant with the submission requirements to provide proof of compliance? 3) Is OGS looking for a statement from the vendor or a combination of a copy of their standard insurance and a statement of compliance?	Insurance Requirements (revised 4-8-15) for additional information. 2) and 3) Please see Attachment 5 - Vendor Insurance Requirements (revised 4-8-15) and Solicitation Section 3.1 Contents (revised 4-8-15) for a listing of required insurance documentation.
393	Solicitation	3.1.2 Hardcopy Vendor Submissions	34-35	Section 3.1.2 was updated to require that the Price Pages from Attachment 01 be included in the hardcopy vendor submissions. Although the price pages for Lots 1-4 are set up for printing on 8.5"x14" (legal-size) paper, we believe that the printouts of these pages will be very hard to read due to the resulting small font size and will be virtually useless for reviewers. Depending on the number of line items that a Bidder proposes, this change could require the submission of hundreds or even thousands of printed pages that are essentially impossible to read. We believe that this change adds an additional burden on Bidders with no real benefit for reviewers. We therefore respectfully request that this change be rescinded and that Bidders be required only to provide Attachment 01 in electronic format.	To clarify, only the "Vendor Certification" for Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages is required in hardcopy. Please see revised Solicitation Section 3.1.2 Hardcopy Vendor Submissions.
394	Solicitation	4.10 Contractor Requirements and Procedures for MWBE	38	We fully support MWBE goals, but have concerns over the state goals of the NY OGS contract. While we support utilization of MWBE, the customer often chooses the reseller with whom they transact their business and some of our resellers are SBE. Based on this, we do not fully control meeting the goals and request the goals be reduced to 5% per category.	OGS respectfully declines to make the requested change. An assessment by OGS has determined there is an adequate number of MWBEs to provide meaningful participation for Contracts resulting from this Solicitation. A Manufacturer may use the NYS MWBE Directory (ny.newnycontracts.com), list of Prospective Certified MWBEs, and Primes Networking Session Attendee List to identify MWBE's to partner with. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.

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395	Solicitation	4.10 Contractor Requirements and Procedures for MWBE	38	We agree with the spirit of the MWBE requirements. However as the sole developer of our proprietary software we do not use subcontractors to develop, deliver or support our products. The concept of using a given percentage goal for MWBE utilization does not make sense for us. How do we respond and not have this held against us in our response?	An assessment by OGS has determined there is an adequate number of MWBEs to provide meaningful participation for Contracts resulting from this Solicitation. A Manufacturer may use the NYS MWBE Directory (ny.newnycontracts.com), list of Prospective Certified MWBEs, and Primes Networking Session Attendee List to identify MWBE's to partner with. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.
396	Solicitation	4.10.2 Equal Employment Opportunity Requirements	38-39	OGS requests a Form EEO 100 to be submitted with the Vendor Submission. Is this required if Vendor does not provide staffing or implementation services?	Yes. Form EEO 100 Equal Employment Opportunity Staffing Plan is required with all Solicitation responses. Please see Solicitation Section 3.1 Contents for additional information.
397	Solicitation	4.10.2 Equal Employment Opportunity Requirements and 8.35.2 Equal Employment Opportunity (EEO)	38-39, 61-62	The EEO 100 form doesn't allow entries for "First/Mid-level officials and Manager" and "Operatives", yes they are listed a EEO Job Category. Will the form be updated to allow these entries? If not, how specifically should these calculations be reported?	OGS has fixed the technical issue with form EEO 100.
398	Solicitation	4.10.3 Business Participation Opportunities for MWBEs	39	Please confirm that the MBE/WBE goals are aggregate percentages over a one year period.	MWBE participation goals reflect the percentage of aggregate State agency expenditures over the Contract term.
399	Solicitation	4.10.3 Business Participation Opportunities for MWBEs	39, 41, 42	Should a Manufacturer name and utilize MWBE Resellers on its Contract, does that qualify as meeting the MWBE Participation Goal? Does OGS consider a Reseller's having presented, qualified and selling the offering to an Authorized User as a Commercially Useful function? If yes, how are such sales to be reported as part of the monthly MWBE participation reporting requirement?	The Manufacturer must list the names of each certified MWBE they plan to utilize to help meet the goals of the contract. It will be up to the Manufacturer to determine if a Reseller and/or subcontractor would be providing a commercially useful function. If so, and the MWBEs are listed on the Bidder's Utilization Plan the certified MWBE Reseller's sales count towards MWBE goal

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					fulfillment. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.
400	Solicitation	4.10.3 Business Participation Opportunities for MWBEs	39	Question: Regarding the monthly reporting of payments to MWBE entities under this agreement. If the manufacturer is awarded an agreement and uses resellers to accept all purchase orders for this contract will the manufacturer be required to meet the MWBE reporting requirements? We will not be paying the MWBE entities, as they will take all orders and invoice the end user directly for payment.	Yes. The Contractor is also responsible for completing and submitting the Monthly MWBE Contractor Compliance Report (MWBE 102).
401	Solicitation	4.10.3 Business Participation Opportunities for MWBEs, 8.35 MWBE (Contract)	39, 61	For hardware and software, the Authorized User has the choice which reseller to use and the OEM cannot dictate which reseller is selected by the AU. Please confirm that the OEM's inclusion of MBE/WBEs on the list of state approved fulfillment subcontractors will be sufficient to demonstrate good faith efforts to provide meaningful participation.	To clarify, per Solicitation Section 1.1 Overall Scope, The Authorized User transaction will be competitive, based on the development of a specific project by an Authorized User in accordance with the Contractual terms, resulting in an Authorized User Agreement. Bidders must complete MWBE 100 Form indicating what certified firms they plan on using to satisfy the goals on the contract. Please contact the OGS MWBE Office for assistance with completing MWBE Form 100. It will be up to the Manufacturer to determine if a Reseller and/or subcontractor for their organization would be providing a commercially useful function. If so, certified MWBE Reseller sales count towards MWBE goal fulfillment.
402	Solicitation	4.10.3.1 MWBE Contract Goals	39	Vendor will use reasonable good-faith efforts to utilize MWBEs. However for commercial items that make up the products and commodities in the Lots, vendors have already procured products from certain companies that make up their products. Will the State revisit this section and permit the vendors to submit goals in a manner similar to those set forth by the Federal Government SBA? At a minimum, vendor requests deletion of the last sentence of the 4th full paragraph of this section, which reads	OGS respectfully declines to make the requested change. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority- and Women- Owned Business Enterprises Designated Contacts identified in Solicitation Section 4.10.3.1.

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				"Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation."	
403	Solicitation	4.10.3.1 MWBE Contract Goals	39	Does New York State accept third party certifications (i.e. NMSDC, WBENC, USHCC, etc.)? o NMSDC – National Minority Supplier Development Council or any of its regional affiliates organizations o WBENC – Women’s Business Enterprise National Council or any of its regional affiliate organizations o USHCC – United States Hispanic Chamber of Commerce	No. MWBEs must be New York State certified. The State’s certifying agency, the Empire State Development Corporation does have a “fast track” application process with 6 partnering NYS organization: New York City Small Business Services, NYNJ Port Authority, Joint Certification Committee for Erie County and City of Buffalo, NYC School Construction Authority, NYNJ Minority Supplier Diversity Council and the NYS Chapter-Women President’s Educational Organization of Women’s Business Enterprise National Council; and two (2) national certifying programs: Small Business Administration and Disadvantage Business Enterprises’ participating in the Uniform Certification Process with each State’s DOT (Department of Transportations)
404	Solicitation	4.10.3.1 MWBE Contract Goals	39	Manufacturer currently has a waiver for MWBE goals. Please confirm waiver will be applicable to this resultant contract as well.	Any previously approved waiver of MWBE goals on other contracts are not applicable to this solicitation and will not be accepted. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.
405	Solicitation	4.10.3.1 MWBE Contract Goals	39	Where are the "clause E" and the "clause B" referenced in the following paragraph? "A Contractor must document good faith efforts to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of this Contract (see clause E below) and ensure that the MWBEs utilized under the Contract perform commercially useful functions (see clause B below). Contractor agrees that OGS may withhold payment pending receipt of the required MWBE documentation."	Clause E is 4.10.3.5 Required Good Faith Efforts. Clause B is 4.10.3.2 Commercially Useful Function Requirement. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.

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406	Solicitation	4.10.3.3 By Submitting Vendor Submission, Vendor/Contractor Agrees	40	Does NYS envision MWBE compliance to be looked at from a total contract perspective or for actual percentages of single deals to be split out if possible to MWBE?	MWBE participation goals reflect the percentage of aggregate State agency expenditures over the Contract term.
407	Solicitation	4.10.3.3 By Submitting Vendor Submission, Vendor/Contractor Agrees	40	Is the MWBE requirements based on aggregate of offered product/services or executed on a transactional basis?	MWBE participation goals reflect the percentage of aggregate State agency expenditures over the Contract term.
408	Solicitation	4.10.3.3 By Submitting Vendor Submission, Vendor/Contractor Agrees	40	Some agencies have expressed concerns about the specialized personnel that some MWBE's employ to deploy complex projects as compared to other some non MWBE entities. How does the State propose to handle these concerns while fulfilling these very important initiatives?	OGS cannot answer this inquiry as we do not understand the question.
409	Solicitation	4.10.3.3 By Submitting Vendor Submission, Vendor/Contractor Agrees	40	Will certified NYS small businesses get any preferential treatments in the new contract like MWBE?	There are no Small Business Enterprise goals associated with this Solicitation and resulting Contracts.
410	Solicitation	4.10.3.3 By Submitting Vendor Submission, Vendor/Contractor Agrees to the following: (a) Breach of Contract & Liquidated Damages	40	Vendor deems liquidated damages for MWBE goals to be punitive and excessive. Vendor requests deletion of liquidated damages assessed against MWBE goals.	OGS respectfully declines to make the requested change. A Contractor must be found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract to be assessed liquidated damages. Please see Solicitation Section 8.35.8 Breach of Contract and Liquidated Damages, item B for additional information.
411	Solicitation	4.10.3.3(b) Utilization Plan	40-41	Our MWBEs receive payment in several ways, mostly from the NYS end user and not directly from us as the Contractor. May we list these payments in the same way	To clarify, a "Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals."
412	Solicitation	4.10.3.3(b) Utilization Plan	40-41	We have a login in for the NYSCS site and we are not able to locate the Utilization Plan requirements on this site. Can	MWBE compliance and reporting forms are available at: http://www.ogs.ny.gov/MWBE/ .

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				directions to locate this Plan be given or can a copy of the Utilization Plan form be sent? We are looking to fill this out as opposed to the secondary option of Form MWBE 100.	(MWBE 100 - MWBE Utilization Plan MWBE 102 – MWBE Contract Compliance Monthly Payment Report)
413	Solicitation	4.10.3.5 Required Good Faith Efforts	42	Is Vendor required to include all 6 types of evidence of good faith effort, or is one sufficient?	The six items are provided as guidance. It is recommended that you provide as many as possible. The OGS Office for Minority- and Women- Owned Business Enterprises evaluates Manufacturer's actions on a case-by-case basis to determine whether the Manufacturer has demonstrated sufficient good faith efforts. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority- and Women- Owned Business Enterprises Designated Contacts identified in Solicitation Section 4.10.3.1.
414	Solicitation	4.10.3.5 Required Good Faith Efforts	42	The MBE/WBE goals appear to be in conflict with offering pre-developed and pre-packaged solutions, especially within the context of the commercially useful function requirement. As the sole manufacturer and distributor of "X" pre-developed software, maintenance, training, and pre-packaged offerings, can exemptions or reductions to these MWBE goals be made? Or will the waiver process always be required for performance less-than MWBE goals?	OGS respectfully declines to make the requested change. An assessment by OGS has determined there is an adequate number of MWBEs to provide meaningful participation for Contracts resulting from this Solicitation. . A Manufacturer may use the NYS MWBE Directory (ny.newnycontracts.com), list of Prospective Certified MWBEs, and Primes Networking Session Attendee List to identify MWBE's to partner with. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.
415	Solicitation	4.10.3.6 Monthly MWBE Contractor Compliance Report	41	MBE/WBE Reporting. Currently this information is provided on a Quarterly or Semi Annual Basis. Due to the nature of the IDIQ contract, montly reports could give OGS distorted impression of the total spend with MBE/WBEs. We propose adjusting the reporting requirement from Monthly to the same as the CTS Contract, Quarterly/Semi Annual.	OGS respectfully declines to make the requested change.

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416	Solicitation	4.10.3.6 Monthly MWBE Contractor Compliance Report	44	This section appears to not be applicable to resellers under contract. Please confirm that for resellers, reporting is required on a quarterly basis as set forth in Attachment 9 – Report of Contract Sales. In addition, Contractor, as an OEM, can not dictate the final price to the Authorized User and therefore can not guarantee a certain margin or specific payment amount -- the M/WBE would have control of how much margin they retain for the resale of hardware and software in Lots 1 and 2. Further, fulfillment partners independently determine their price for installation and configuration services and the OEM cannot dictate or control that.	The Contractor is responsible for completing and submitting on a quarterly basis revised Attachment 9 Report of Contract Sales. The Contractor is also responsible for completing and submitting the Monthly MWBE Contractor Compliance Report (MWBE 102). Please contact the OGS MWBE Office for assistance with completing MWBE 102 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.
417	Solicitation	4.10.3.6 Monthly MWBE Contractor Compliance Report	42	Our MWBEs get a good portion of their payment from NYS authorized contract users instead of directly from the Contractor. Is it within compliance if each month's MWBE commitment percentage towards the revenue reported will vary, with the understanding that the Contractor is compliant if over the term of the contract the MWBE goals are met?	Yes, MWBE participation goals reflect the percentage of aggregate State agency expenditures over the Contract term.
418	Solicitation	4.10.3.6 Monthly MWBE Contractor Compliance Report	42	We have a login in for the NYSCS site and we are not able to locate the Monthly MWBE Contractor Compliance Report requirements on this site. Can directions to locate this Plan be given or can a copy of the Monthly MWBE Contractor Compliance Report form be sent? We are looking to fill this out as opposed to the secondary option of Form MWBE 102.	MWBE information is available at http://www.ogs.ny.gov/MWBE . Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority- and Women-Owned Business Enterprises Designated Contacts identified in Solicitation Section 4.10.3.1.
419	Solicitation	4.6 Extraneous Terms	35	Should a vendor include terms surrounding its product that OGS deems to be "Extraneous," will OGS reject the bid or would it award the bid as if the additional terms did not exist?	Please see revised Solicitation Section 4.6 Extraneous Terms for additional information.
420	Solicitation	4.8.1 NYS Rights	35	Question: How does New York State avoid rejecting a part of Vendor's Solicitation Responses but adopting another part of a Vendor's Solicitation Response that depends on the rejected portion? For instance, if our firm quotes a four hour replacement parts option, it is dependent upon the hardware maintenance module being adopted as well.	There is not enough information to respond to this question.

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				Therefore, it would not be appropriate to adopt the four hour replacement parts option but not adopt the basic hardware maintenance module.	
421	Solicitation	4.8.1 NYS Rights	35	Question: What sections of a Vendor Solicitation Response is NY State considering possibly electing to not adopting?	If applicable, this may be determined during the Solicitation evaluation process.
422	Solicitation	4.8.1 NYS Rights, (o)	35	Would the State consider eliminating its right to unilaterally making non-material revisions, changes, and/or updates?	OGS respectfully declines to make the requested change.
423	Solicitation	4.8.1 Rights, (Q)	36	Would the State consider eliminating its right to use on-line processes, such as reverse auctions?	OGS respectfully declines to make the requested change.
424	Solicitation	4.9 Preferred Source Products	40	This section requires Vendor to display specific language on pricelists. Section 8.5, page 54, has the same language as it related to Preferred Source Products, but without the specific language requirement. Is the Vendor pricelist to contain this language or not?	Yes, Attachment 1 - Price Pages and Attachment 1A - Alternative Price Pages currently contain this language. Please see Solicitation Section 8.5 Preferred Source Products for additional information. Solicitation Section 4.9 has been removed.
425	Solicitation	5.1 Contract Documents and Order of Precedence	41	1) Please provide a copy of the Contract referenced in Section 5 of the Solicitation. 2) If you do not have such a form, will we be using "Vendor" standard contract form?	1) OGS respectfully declines the request. A Contract will be presented to tentative Contract awardees after Solicitation evaluation. 2) No.
426	Solicitation	5.1 Contract Documents and Order of Precedence	41	Portions of the Solicitation seem to conflict, as the State has the order of precedence having its standard forms first, but then in the solicitation says that alternatives can be captured elsewhere. Does the State agree that specific exceptions will take precedence?	The State does not agree that specific exception will take precedence, as Solicitation Section 5.1 Contract Documents and Order of Precedence applies to awarded Contracts. We presume that "alternatives" is referring to Additional Contractor Terms and Conditions Within an Authorized User Agreement (Solicitation Section 8.28), which may be incorporated within an Authorized User Agreement.
427	Solicitation	5.2 - Subsequent Periodic Recruitment	46	After this solicitation is closed, when is the next Periodic Recruitment opening?	Periodic Recruitments will be issued at the discretion of OGS. A timeframe has not been established.
428	Solicitation	5.2 - Subsequent Periodic Recruitment	46	If the Contractor initially provided a Vendor Submission for Lot 2 - Hardware and Lot 3 - Cloud and was not awarded for Lot 3, can the Contractor provide another vendor submission for Lot 3 during the next Periodic Recruitment?	Yes.

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429	Solicitation	5.2 - Subsequent Periodic Recruitment	46	What is the cadence of the future Periodic Recruitment? Is there a schedule that can be provided for visibility?	Periodic Recruitments will be issued at the discretion of OGS. A timeframe has not been established.
430	Solicitation	5.2 Subsequent Periodic Recruitment & Appendix C	45 & Appendix C	There is no schedule announced for Periodic Recruitment. Please provide a timeline for submitting under Periodic Recruitment.	Periodic Recruitments will be issued at the discretion of OGS. A timeframe has not been established.
431	Solicitation	5.3.1 Simple Updates	46	Vendor Comment: The ability to evergreen solutions that meet minimally established criteria allows contracts to remain current and relevant in meeting the needs of authorized end users based on solution availability. The establishment of "simple updates" vs "complex updates" should reduce administrative time as well. Thank you.	No response required.
432	Solicitation	6.11 Contractor's Obligation for Reseller Participation	45	During the pre-bidder conference significant preference for Resellers was stressed. While this makes sense in a hardware environment it does not make sense for software providers where resellers do not add value but only increase costs to End Users. How should Vender respond and not be adversely impacted by trying to provide the most efficient and cost effective alternatives to the State by not using the Reseller channel?	Manufacturers are not required to name Resellers. However, please see Solicitation Section 6.11.5 Condition for Responding to Authorized User Request for Quote.
433	Solicitation	6.11 Contractor's Obligation for Reseller Participation	46	The inability to restrict Reseller's participation or ability to participate or compete in an Authorized User SOW/RFQ combined with the fact that the Contractor remains fully liable for Reseller(s) performance and compliance with all Contract terms and conditions creates a high level of exposure for the Contractor. Would the State of New York consider allowing some restrictions by Contractors on resellers regarding competing in Authorized User SOW/RFQ bids?	OGS respectfully declines to make the requested change.
434	Solicitation	6.11 Contractor's Obligation for Reseller Participation		If hardware vendors are forced to use resellers, it may actually result in harming prime vendors that use their own MWBE salespeople to see their products.	The comment is not fully understood, as the use of Resellers is not mandatory to hold a Contract. See Solicitation section 6.11, Contractor's Obligation for Reseller Participation.
435	Solicitation	6.5 Sales Reporting Requirement	48	The REVISED Solicitation does not show any revisions to this section. Please clarify	Please see Solicitation Section 6.5.2 Due Date (revised 3-26-15).
436	Solicitation	6.5 Sales Reporting Requirement	44-45	The REVISED Solicitation does not show any revisions to this section. Please clarify.	Please see Solicitation Section 6.5.2 Due Date (revised 3-26-15).

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437	Solicitation	6.5 Sales Reporting Requirements	45-46	The reseller reports, which we collect for our Contractor reporting, doesn't include a breakdown by configuration part numbers. Can the report requirement be modified to only require sales completed by Purchase Order number as opposed to individual configuration part numbers?	OGS respectfully declines to make the requested change.
438	Solicitation	6.5.1 Reseller Sales	46	In your example of those sales where the MWBE would get paid, it looks as if the MWBE is always paid a percentage of the order. Most of our orders are received by the MWBE and they receive payment for the entire amount. May we enter the entire amount of the sale if that is what they were paid?	Please see Attachment 9 - Report of Contract Sales (revised 3-26-15).
439	Solicitation	6.7 Service Reports for Warranty & Maint	45	Software warranty and maintenance is not provided "on-site". Vendor does not provide reporting. The Authorized User can view all account activity via vendor's online support tool. Reporting may be available as part of a value-add support service at an additional charge.	Contractors are required to comply with Solicitation Section 6.7 Service Reports for Maintenance/Support and Warranty Work at no additional charge.
440	Solicitation	6.7.1 Service Reports for Authorized User	45	Please add upon request for service reports that vendors shall have 60 days to provide requested reports.	OGS respectfully declines to make the requested change. The Authorized User RFQ and resulting Authorized User agreement will determine the timeframe for submission of such reports.
441	Solicitation	6.7.2 Service Reports for OGS	45	Please add upon request for service reports that vendors shall have 60 days to provide requested reports.	OGS respectfully declines to make the requested change.
442	Solicitation	7 General Maintenance Provisions, 7.10 Pre-Installation Site Visits	52	Please clarify/define pre-sales assistance requirements.	OGS respectfully declines to make the clarification. There are no pre-sales assistance requirements in the Solicitation.
443	Solicitation	7.2 Maintenance of Product	46	Maintenance services are not options for the first 12 months nor are they optional for limited term licenses. How do we ensure that the terms appropriately reflect this in the final contract?	Maintenance as part of a Software Product Bundle is allowed. Please see revised Solicitation Section 1.2.1 Lot 1 - Software.
444	Solicitation	7.4 Right to Refuse/Discontinue Maintenance	46	Same as Preceding Maintenance services are not options for the first 12 months nor are they optional for limited term licenses. How do we ensure that the terms appropriately reflect this in the final contract?	Maintenance as part of a Software Product Bundle is allowed. Please see revised Solicitation Section 1.2.1 Lot 1 - Software.

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445	Solicitation	7.7 Maintenance Responsibility	46	Vendor cannot represent Authorized Users in dealing with other vendors, but does agree to work with Authorized User and their other vendors to address problems. Does the State agree to modify the wording to reflect this difference?	OGS respectfully declines to make the requested change.
446	Solicitation	7.8 Maintenance Service Sheets	48,49	Section 7.8 requires Contractors to provide the Authorized User with a Maintenance Service Sheet containing specific information if required. Vendor makes this information available for each support case via a web-based portal. An Authorized User can access the online information for any or all cases for the agency at any time. Will this access satisfy the requirement for a Maintenance Service Sheet?	The Authorized User RFQ and resulting Authorized User agreement will determine the method for submission of such reports.
447	Solicitation	7.9 Remote Administration/Maintenance	47	Question: States that "Any service that acts upon or stores Authorized User's Data is considered a [Lot 3] Cloud service and is excluded from purchase through this Lot" Our prepackaged Technical Support hotline service gathers business contact information, trouble ticket and resolution information, and network information and acts upon it to diagnosis and repair. On Pages 11 and 12 for §1.2.1 and 1.2.2 Lots 1 and 2 descriptions specify "Pre-packaged maintenance/Support for Contractor's proprietary product line." We anticipate that OGS's intent is for manufacturer to quote such prepackaged Technical Support hotline service as part of Lots 1 and 2, and not as a Lot 3 Cloud service, despite collecting basic contact and network information. Please confirm or correct.	Any remote administration/maintenance service that transmits, stores, acts upon or could remotely access Authorized User's Data is considered a Cloud service and must be included in Lot 3 – Cloud. Please see revised Solicitation Section 7.9 Remote Administration/Maintenance and Support.
448	Solicitation	8.1 Warranty	47	Onsite warranty wording is not applicable. Does the State acknowledge this?	Solicitation Section 8.1 Warranty was removed (3-26-15).
449	Solicitation	8.10 ADA	48	Does the State agree that does not apply to Lot 1 software?	No.
450	Solicitation	8.12 Diesel Emission Reduction Act	49	Does the State agree that does not apply to Lot 1 software?	No.

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451	Solicitation	8.12 Diesel Emission Reduction Act	53	We assume that the Contractor is NOT required to select a supplier to operate diesel powered vehicles on behalf of the State. Please confirm.	OGS respectfully declines to provide the requested confirmation.
452	Solicitation	8.13 Poor Performance	49	It appears that portions of this Solicitation are or should be directed solely to Authorized Users and not Vendors. Will the State agree to note those section as not applicable to Vendors or may Vendors just note same in the response.	OGS respectfully declines to make the requested change.
453	Solicitation	8.14 Authorized User Security Procedures.	49	Will the State add the qualifier that this is applicable for "onsite work" and that the requirements will be provided to Vendor in advance?	Solicitation Section 8.14 was removed.
454	Solicitation	8.15 Environmental Recycling Provisions	50	Does the State agree that does not apply to Lot 1 software?	No.
455	Solicitation	8.2 NYS Financial System	47	Vendor cannot unilaterally agree to unspecified commitments with unknown costs. Does the State acknowledge that Vender shall have the option to opt out of participation?	No.
456	Solicitation	8.20 Contractor Responsibility	55	Vendor has no right of appeal. Will the state add language explicitly providing a rght to appeal and opportunity to be heard?	OGS respectfully declines to make the requested change.
457	Solicitation	8.26 Contractor Responsibility for Subcontractors	54	Question: Uses the term "Subcontractor" frequently. For instance, "The Contractor shall inform each Subcontractor fully and completely of all provisions and requirements of the Contract..." Please define "Subcontractor"	Please see Appendix B, Section 2 Definitions, Subcontractor for additional information.
458	Solicitation	8.26 Contractor Responsibility for Subcontractors	53	If the State is requiring resellers, does the State acknowledge that resellers are not "Subcontractors" under the Agreement?	The Solicitation does not require to name Resellers. However, please see Solicitation Section 6.11.5 Condition for Responding to Authorized User Request for Quote. Resellers are Subcontractors. Please see Appendix B, Section 2 Definition, Subcontractor.
459	Solicitation	8.28 Additional Contractor Terms and Conditions within an Authorized User Agreement	56	Contractor would like to re-confirm that Additional Contractor Terms and Conditions that may be applicable to Authorized Users (i.e.; Contractor's end user software license terms, warranty policy and maintenance terms), should not be included in Contractor's response to this Solicitation, however, Contractor "may only propose additional terms and conditions in response to an Authorized User RFQ if those additional terms and	Yes, this is correct.

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				conditions do not contradict or violate any of the terms and conditions of this Contract".	
460	Solicitation	8.3 Non-State Agency Participation	47	The solicitation mentions that any state agency, local governments, public authorities, public school districts, public and nonprofit libraries and other nonpublic/nonprofit organizations may participate in this contract. Will public university systems such as SUNY and CUNY be able to participate in this contract, as well?	Please see Appendix B, Section 2 Definitions, Authorized User for additional information.
461	Solicitation	8.35 MWBE Contract	57	We agree with the spirit of the MWBE requirements. However as the sole developer of our proprietary software we do not use subcontractors to develop, deliver or support our products. The concept of using a given percentage goal for MWBE utilization does not make sense for us. How do we respond and not have this held against us in our response?	An assessment by OGS has determined there is an adequate number of MWBEs to provide meaningful participation for Contracts resulting from this Solicitation. A Manufacturer may use the NYS MWBE Directory (ny.newycontracts.com), list of Prospective Certified MWBEs, and Primes Networking Session Attendee List to identify MWBE's to partner with. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.
462	Solicitation	8.35.1 General Provisions.D	59	This section refers to clause VII; should the reference be to clause VIII (8.35.8)?	Yes.
463	Solicitation	8.35.3 Contract Goals	60	Would the State consider eliminating the liquidated damages in this Section?	OGS respectfully declines to make the requested change. A Contractor must be found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract to be assessed liquidated damages. Please see Solicitation Section 8.35.8 Breach of Contract and Liquidated Damages, item B for additional information.
464	Solicitation	8.35.3 Contract Goals, B Meaning Participation	58	OGS references a directory of New York State Certified MWBEs. 1) Question: If this Manufacturer identifies meaningful MWBE opportunities with a company that has local New York State facilities, and/or remotely located employees in New York, but is not headquartered in New York or is	1) To achieve goals for MWBE participation, the MWBE must be NYS certified. 2) To achieve the MWBE goals, the Contractor must report payments to the MWBE.

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				<p>otherwise not on the provided directory, does the Manufacturer's spend for such meaningful participation by those MWBEs count towards meeting the Page §8.35.3.A "Total MWBE Goal" targets?</p> <p>2) Q2 If this Manufacturer flows down the New York State 8.35 requirements to its suppliers, and those suppliers identify MWBE opportunities among their suppliers ("2nd tier" or "indirect" MWBE), does the Manufacturer's suppliers spend for such meaningful participation by those MWBEs count towards the Manufacturer meeting the Page §8.35.3.A "Total MWBE Goal" targets?</p>	<p>Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority- and Women-Owned Business Enterprises Designated Contacts identified in Solicitation Section 4.10.3.1.</p>
465	Solicitation	8.35.3 Contract Goals, D Commercially Useful Function	58-59	<p>As a manufacturer, we maintain MWBE resellers on our contract. The solicitation states, "To perform a commercially useful function, a MWBE must, where applicable and in accordance with any State Agency specifications, also be responsible, with respect to materials and supplies used on the contract, for ordering and negotiating price, determining quality and quantity and installing." Does an MWBE that has ability to determining quantity of supplies/materials, negotiating price, accepting order but not installing meet the Commercially Useful requirements?</p>	<p>The six items are provided as guidance. It will be up to the Manufacturer to determine if a Reseller and/or subcontractor for their organization would be providing a commercially useful function. If so, certified MWBE Reseller sales count towards MWBE goal fulfillment. Questions regarding compliance with MWBE participation goals should be directed to the OGS Office for Minority- and Women- Owned Business Enterprises Designated Contacts identified in Solicitation Section 4.10.3.1.</p>
466	Solicitation	8.35.3 Contract Goals.A	58	<p>Question: NY State is buying off the shelf technology products, with completed and tested designs from manufacturers, with established bills of materials under long term subcontracts by established vendors, a fully developed support eco system/ infrastructure in place, and prices to NY State based on all that stability. In that scenario, 20% of Lot 1 or Lot 2, etc, appears to this Manufacturer to be an extremely high target. In developing the 20% target, what strategies did OGS consider that manufacturers for this scenario might apply their "good faith efforts" to actually achieve the 20%/etc Total MWBE Goal" targets?</p>	<p>OGS respectfully declines to make the clarification. An assessment by OGS has determined there is an adequate number of MWBEs to provide meaningful participation for Contracts resulting from this Solicitation. A Manufacturer may use the NYS MWBE Directory (ny.newnycontracts.com), list of Prospective Certified MWBEs, and Primes Networking Session Attendee List to identify MWBE's to partner with. Please contact the OGS MWBE Office for assistance with completing MWBE 100 Form. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.</p>

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467	Solicitation	8.35.3 Contract Goals.A	58	Question: The "Total MWBE Goal" target is 20% for Lot 1, etc. Question: 20% of what? Manufacturer's sales of the products/services delivered to NY State during the term	MWBE participation goals reflect the percentage of aggregate State agency expenditures over the Contract term.
468	Solicitation	8.35.4 C MWBE Utilization Plan	63	In regards to the section "Contractor understands that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and / or withholding of payments.", can it be modified at the end to say "if the Contractor does not rectify the situation, as agreed to by NYS, within 30 days"?	OGS respectfully declines to make the requested change.
469	Solicitation	8.35.4 C MWBE Utilization Plan	63	Sometimes there could be situations that we need to address and resolved with our MWBEs to ensure they perform with compliance. Can this section be modified to allow the Contractor 30 days to rectify the situation before any penalties are considered?	OGS respectfully declines to make the requested change.
470	Solicitation	8.35.7 Monthly MWBE Contractor Compliance Report	64	The directions for this report specifies that the Contractor should report when they pay the MWBE. However with our company the MWBEs are paid by the NYS Contract users instead of directly from the Contractor. Shall we report the data the same or will this report be modified to show these payments separately?	To clarify, a "Contractor is required to report Monthly MWBE Contractor Compliance to OGS during the term of the Contract for the preceding month's activity, documenting progress made towards achievement of the Contract MWBE goals."
471	Solicitation	8.35.8 Breach of Contract and Liquidated Damages	67	How would liquidated damages be calculated where the OEM cannot dictate whether an Authorized User decides whether to purchase through an authorized M/WBE fulfillment partner? In that instance, the OEM does not dictate the final price to the Authorized User and therefore does not guarantee a certain margin or specific payment amount -- the M/WBE would have control of how much margin they retain for the resale of hardware and software in Lots 1 and 2. Further, fulfillment partners independently determine their price for installation and configuration services and the OEM cannot dictate or control that.	A Contractor must be found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract to be assessed liquidated damages. Please see Solicitation Section 8.35.8 Breach of Contract and Liquidated Damages, item B for additional information. Contact information can be found in Solicitation Section 4.10.3.1 A. MWBE Contract Goals.
472	Solicitation	8.35.8 Breach of Contract and Liquidated Damages	63	Would the State consider eliminating the liquidated damages in this Section?	OGS respectfully declines to make the requested change.

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473	Solicitation	8.36 Emerging Technologies	67	Section 8.36 appears to allow OGS to unilaterally modify the contract with effect on any previously-purchased product, rather than solely new products. Is this OGS's intent?	This not OGS's intent regarding Solicitation Section 8.36 Emerging Technologies. However, please see Solicitation Section 9.20 Modification to Cloud Service Delivery Type and Description Within an Authorized User Agreement.
474	Solicitation	8.5 Preferred Source Products	48	It appears that portions of this Solicitation are or should be directed solely to Authorized Users and not Vendors. Will the State agree to note those section as not applicable to Vendors or may Vendors just note same in the response.	OGS respectfully declines to make the requested change.
475	Solicitation	8.7 Trade Ins	48	Does the State agree that trade-ins do not apply to Lot 1 software?	OGS respectfully declines to make the requested confirmation. Please see revised Solicitation Section 8.7 Trade-Ins for additional information.
476	Solicitation	9.5.2 Authorized User Access to Data	64	If we are pricing on a monthly basis, can we require the Authorized User to continue to pay monthly fees for the cloud services to access this data throughout the 120 post-termination days?	No. Please see revised Solicitation Sections 9.5.2 Authorized User Access to Data and 9.12 Expiration, Termination or Suspension of Services.
477	Solicitation	9.5.2 Authorized User Access to Data	68	Language added after prior Q&A states Contractor will retain Authorized User Data for 120 days after termination on Authorized User Agreement. Section 9.12.3 stated otherwise. Please clarify.	Please see revised Solicitation Sections 9.5.2 Authorized User Access to Data and 9.12 Expiration, Termination or Suspension of Services.
478	Solicitation	9.5.2 Authorized User Access to Date	66	During the 120 day access period, i) who will bear the cost, Vendor or Authorized User, and ii) please revise to specify that Authorized User's access to its Data shall be limited solely to the extent necessary for Authorized User to retrieve Data.	Please see revised Solicitation Sections 9.5.2 Authorized User Access to Data and 9.12 Expiration, Termination or Suspension of Services.
479	Solicitation	9.5.4 Data Location and Related Restrictions	65	Section 9.5.4.1 states that helpdesk, online, and support services which access any Data must be performed from within CONUS. Generally, software support and maintenance services do not require access to customer Data files. However, system files or log files can potentially include Data, and access to such files may be needed to resolve the incident. The customer has the option to remove any Data from these system files before providing them to the support engineer. Our support organization is a global team operating with a	OGS respectfully declines to make the requested change.

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				<p>single enterprise case management system. If system files or log files are shared with the support team for a particular case and these files contain Data, these files will be archived for a period of time on our global support system. Even if the support personnel working directly with a State agency are CONUS-based, the Data in system or log files stored in our global system is theoretically accessible by any support team employees authorized to access the support system, including team members in non-CONUS locations.</p> <p>All non-CONUS and CONUS support organization employees are subject to background screening and customer confidentiality policies. Therefore, we respectfully request that OGS modify this requirement so that global support organizations are not inadvertently non-compliant while providing support and maintenance services.</p>	
480	Solicitation	9.5.4 Data Location and Related Restrictions	65	Cloud service offerings generally allow the customer/user to choose where (i.e., which particular cloud region) customer data will reside. Will the cloud provider breach the data location provisions of this clause if the NY State agency chooses to move their data outside of the United States, or negligently moves their data outside of the United States? How will New York State OGS manage and monitor where individual agencies place their data as well as how individual agencies engage with customer support that potentially could be provided from outside of the United States?	All data must be located in CONUS. Please see Solicitation Section 9.5.4 Data Location and Related Restrictions. The Contractor may not offer and the Authorized User may not purchase Products that include Data storage outside of CONUS.
481	Solicitation	9.5.4 Data Location and Related Restrictions	67	Does the helpdesk, online and support services for Data stored at our Data centers have to be in the CONUS?	Yes, except as provided for in Solicitation Section 9.5.4.2 Infrastructure Support Services.
482	Solicitation	9.5.4.1 Support Services	63	Section 9.5.4.1 states, "At no time will any Follow the Sun support be allowed to access Data directly or indirectly." Our standard software support service provides round-the-clock support for "system down" support requests using a Follow the Sun model. Although many support resolutions do not require our support engineer to access customer	OGS respectfully declines to make the requested acceptance.

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				Data, there are times when the quickest resolution does require our staff members to request remote access to the customer's software and, potentially, Data. Given the restriction that access to State Data is limited to CONUS locations, does OGS accept that incident resolutions that require access to Data may take longer, because the Follow the Sun model cannot be invoked for that incident?	
483	Solicitation	9.5.4.1 Support Services		Prohibition of a "follow the sun" support will make it very costly and difficult to provide 24/7 support to the state. It is rare, if not unheard of, for a vendor to have dedicated customer service operation exclusively for New York State.	Please see revised Solicitation Section 9.5.4 Data Location and Related Restrictions and 1.7 Glossary.
484	Solicitation	9.5.4.1 Support Services and 9.5.4.2 Infrastructure Support Services	63	Section 9.5.4.2 states that infrastructure support services for Lot 3 may be provided in a Follow the Sun model if the services do not require direct or indirect access to Data. Can other support services, such as software support services for Lot 1 or Lot 3, be provided in a Follow the Sun model if such support services do not require direct or indirect access to Data?	For Lot 3 - Cloud please see Solicitation Section 9.5.4 Data Location and Related Restrictions. For Lot 1 - Software and Lot 2 - Hardware, please see revised Solicitation Section 7.9 Remote Administration, Maintenance and Support. For Lot 4 - Implementation Services, all services provided under the resultant Authorized User Agreement must be performed within CONUS.
485	Solicitation	9.7 Transferring of Data	65-66	We assume if compelled under law to transfer data to law enforcement, notwithstanding our best efforts to avoid this, then we will comply with law. Will this be acceptable to OGS?	Please see Solicitation Section 9.9 Requests for Data by Third Parties.
486	Solicitation	9.8 Encryption	66	In regards to the encryption requirement for "All data" to be encrypted at "all times", is that referring to data-at-rest encryption?	All Data must be encrypted at all times unless specifically outlined otherwise in the Authorized User Agreement. Please see Solicitation Section 9.8 Encryption for additional information.
487	Solicitation	9.8 Encryption	66	Is it allowable to use a shared (and securely isolated per client) encrypted backup or storage infrastructure with encryption keys held by the Vendor?	Such a requirement would be determined by the Authorized User in the Authorized User RFQ.
488	Solicitation	9.9 Requests for Data by Third Parties	66	Cloud providers generally do not respond to 3rd party requests unless compelled to respond by law. Does this provision require notification of each request, even if no response is compelled by law?	Yes.

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489	Solicitation	Bid Update #6 - Inquiry Responses	1	Since the inquiries and responses related to MWBE requirements and Attachment 5 have not been posted, along with the updates to Attachments 11 and 12, will the OGS add an additional submission deadline for follow-up questions related to those responses and documents?	Yes. Please see Solicitation Section 1.9 Key Events/Dates (revised 4-8-15) for additional information.
490	Solicitation	General	various	It appears that portions of this Solicitation are or should be directed solely to Authorized Users and not Vendors. Will the State agree to note those section as not applicable to Vendors or may Vendors just note same in the response.	OGS respectfully declines to make the requested change.
491	Solicitation	General		When a primary on-premises software offering includes a complimentary cloud functionality/limited offering (bundled in with the on-premises software offering) that provides secondary capabilities, this Vendor would include the product in the Lot 1 software for the primary on-premises software. Can the State confirm that this is an acceptable approach?	Products with an integrated bundle of Cloud Services must be included within Lot 3 - Cloud. See Solicitation Section 1.2.3 Lot 3 - Cloud for additional information.
492	Solicitation	General		Primes must meet all the terms and conditions even if they use resellers. (There are no “flow down” provisions that go to the resellers.)	Per Solicitation Sections 1.1 Overall Scope and 6.11.3 Responsibility for Reporting/Performance, "Contractor shall be fully liable for Reseller(s) performance and compliance with all Contract terms and conditions."
493	Solicitation	General		In general, New York State should review the terms and conditions set out in recent Cloud services procurements in Texas, California and the GSA.	Several factors were used for the development of this Solicitation, including input from the vendor community through a Request for Information (RFI) and Request for Comment (RFC), as well as reviewing and incorporating terms and conditions from other States.
494	Solicitation	General Comment		OGS will not allow any deviations from Appendix A or any “material or substantive” deviations from any provisions of Appendix B.	OGS will not entertain any exceptions or deviations to Appendix A (New York State Standard Clauses). An awarded Contractor may request Contract modifications during the term of the Contract. Please see Appendix C - Contract Modification Procedure, Section 1.1.2 Amendments for additional information.

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495	Solicitation	N/A		On the sample version of the RFP that came out with the RFC, there was a fifth lot for traditional network services that are currently on the Comprehensive Telecommunications Contract, (CTS). On this release, that lot has been removed. Will OGS be keeping the CTS contract in place for those services, (i.e., MPLS, T1s, etc.)?	Please see Solicitation Sections 1.2 Lot Overview and 1.5 Replacement of Existing Statewide Contracts for Additional Information.
496	Solicitation	Section 1.2.2 Lot 2 - Hardware	11	May Vendor's offerings in Lot 2 include printers that are not part of OGS Group 75525?	Products within the scope of OGS 75525 are excluded. Please See Solicitation Section 1.2.2 Lot 2 - Hardware Exclusions.
497	Solicitation	Vendor Submission Form	Cover	Respectively request due date of response to be pushed out a month, based on all the changes sent in the Solicitation Updated 03-26-15. In summary, gathering pricing for the response is very labor intensive, however responding to Section 2.3 Nationally Published Price List and 2.4 Reasonableness of Pricing also takes a tremendous amount of gathering for all vendor submissions.	OGS respectfully declines to make the requested change.
498	Solicitation			Does this solicitation include a telecom provider audit or physical line audit? If so, would we have to be a subcontractor to an equipment provider	No.