

	<p>The current agreement between Microsoft and the State of New York (“Custom Program Agreement”) outlines the licensing terms and conditions of the software. This will be referred to as “Custom Program Agreement” in this FAQ. Orders for Software under the Custom Program Agreement are fulfilled by a Reseller.</p> <p>The current Microsoft Reseller Contract between Dell, the current Reseller and the State of New York, Contract # PS66134 (“Dell/OGS Contract”) outlines the purchasing terms and conditions and pricing. This will be referred to as “Reseller Contract”.</p>	<p>Microsoft Enterprise Agreement Custom Program Agreement</p>	<p>Microsoft Select Plus Agreement Custom Program Agreement - Academic and Non-Academic</p>	<p>Microsoft Campus and School Agreement (CASA) Custom Program Agreement</p>
1	Will there be any further extensions of the Dell/OGS Contract beyond December 31, 2016?	Dell: No	Dell: No	Dell: No
2	How does the expiration of the Dell/OGS Contract on December 31, 2016, affect the terms of my current Enrollment under the Custom Program Agreement?	Microsoft: The terms and conditions for any active EA Enrollment underneath the Custom Program Agreement will remain in effect for the term of the Enrollment. Any orders after December 31 st , will be purchased through a new Reseller contract.	Microsoft: The terms and conditions for any active Select Plus affiliate registration form (ARF) underneath the Custom Program Agreement will remain in effect for the term of the Enrollment. Any orders after December 31 st , will be purchased through a new Reseller contract.	Microsoft: The terms and conditions for any active CASA Enrollment underneath the Custom Program Agreement will remain in effect for the term of the Enrollment. Any orders after December 31 st , will be purchased through a new Reseller contract.
3	How will the 6-month Dell OGS contract extension affect my current Enrollment(s)?	Microsoft: No impact. Current Licensing Terms and Conditions will not be impacted during the term of the Enrollment during the 6-month contract extension.	Microsoft: No impact. Current Licensing Terms and Conditions will not be impacted during the term of the Enrollment during the 6-month contract extension.	Microsoft: No impact. Current Licensing Terms and Conditions will not be impacted during the term of the Enrollment during the 6-month contract extension.
4	Can we enter into new Enrollments under the Custom Program Agreement under the Dell OGS Contract? If so, what will the term and pricing be?	<p>Microsoft: Customers can sign new Enrollments under the Custom Program Agreement between Microsoft and the State of New York during the 6-month extension.</p> <p>Dell: New Enterprise Enrollments can be entered into under the terms of the current Dell/OGS contract until</p>	Microsoft: Customers can sign new ARFs under the Custom Program Agreement between Microsoft and the State of New York during the 6-month extension.	Microsoft: Customers can sign new CASA Enrollments under the Custom Program Agreement between Microsoft and the State of New York during the 6-month extension.

		December 31, 2016. Purchase orders need to be dated no later than December 31, 2016, and will be limited to a 12-month period of performance. During the 12 month performance period Dell will continue to support the purchase, but no additional products can be added and additional years will need to be executed with the new reseller. After the 12 month performance period, those Enterprise Enrollments will need to transfer to a new Reseller, at new pricing.	Dell: New Select Plus orders placed by Registered Affiliate with Registered Affiliate's authorized Reseller can be entered into under the terms of the current Dell/OGS Contract until December 31, 2016. Purchase orders need to be dated no later than December 31, 2016, and will be limited to a maximum of a 36-month period of performance. After the applicable performance period, those Select Plus ARFs will need to transfer to a new Reseller, at new pricing.	Dell: New CASA Enrollments can be entered into under the terms of the current Dell/OGS Contract until December 31, 2016. Purchase orders need to be dated no later than December 31, 2016, and will be limited to a 12-month period of performance. During the 12 month performance period Dell will continue to support the purchase, but no additional products can be added and additional years will need to be executed with the new reseller. After the 12 month performance period, those CASA Enrollments will need to transfer to a new Reseller, at new pricing.
5	We have an annual Enrollment payment due to Reseller on January 1, 2017 – will we pay it to Dell under the Dell/OGS Contract? If not, who will we pay that to?	Dell: No. The Dell/OGS Contract will expire on December 31, 2016. Any purchase orders dated after December 31, 2016, with a period of performance that starts after December 31 2016, will need to be issued to a new Reseller.	Dell: No. The Dell/OGS Contract will expire on December 31, 2016. Any purchase orders dated after December 31, 2016, with a period of performance that starts after December 31 2016, will need to be issued to a new Reseller.	Dell: No. The Dell Reseller OGS Contract will expire on December 31, 2016. Any purchase orders dated after December 31, 2016, with a period of performance that starts after December 31, 2016, will need to be issued to a new Reseller.
6	Year 1 of our Enrollment under the Custom Program Agreement ends on December 30, 2016. Will Years 2 and 3 be handled by Dell under the Dell/OGS Contract? If not, how will those years be handled and what will our price be?	Dell: The Dell OGS contract will expire on December 31, 2016. Therefore, in this scenario, Year 2 will be processed by Dell, and Year 3 will be handled by a new Reseller, at new pricing	Dell: The Dell OGS contract will expire on December 31, 2016. Therefore, in this scenario, Year 2 will be processed by Dell, and Year 3 will be handled by a new Reseller, at new pricing	Dell: The Dell OGS contract will expire on December 31, 2016. Therefore, in this scenario, Year 2 will be processed by Dell, and Year 3 will be handled by a new Reseller, at new pricing
7	Year 1 of our Enrollment under the Custom Program Agreement ends on December 31, 2016. Will Years 2 and 3 be handled by Dell under the Dell/OGS Contract? If not, how will those years be handled and what will our price be?	Dell: No. The Dell/OGS Contract ends on December 31, 2016. Therefore, Years 2 and 3 will be handled by a new Reseller, at new pricing.	Dell: No. The Dell /OGS Contract ends on December 31 st 2016. Therefore, Years 2 and 3 will be handled by a new Reseller, at new pricing.	Dell: No. The Dell/OGS Contract ends on December 31, 2016. Therefore, Years 2 and 3 will be handled by a new Reseller, at new pricing.
8	Year 1 of our Enrollment under the Custom Program Agreement ends in 2017. Will Years 2 and 3 be handled by Dell under the Dell/OGS Contract? If not, how will those years be handled and what will our price be?	Dell: No. The Dell/OGS Contract ends on December 31, 2016. Therefore, Years 2 and 3 will be handled by a new Reseller, at new pricing.	Dell: No. The Dell/OGS Contract ends on December 31, 2016. Therefore, Years 2 and 3 will be handled by a new Reseller, at new pricing.	Dell: No. The Dell/OGS Contract ends on December 31, 2016. Therefore, Years 2 and 3 will be handled by a new Reseller, at new pricing.

9	<p>We have an Enrollment under the Custom Program Agreement which expires before December 31, 2016. Can we enter into a new Enrollment under the Custom Program Agreement under the Dell/OGS Contract? If so, will Dell handle our Enrollment, for how long, and what will our price be?</p>	<p>Microsoft: Yes. Customers can sign new Enrollments under the Custom Program Agreement between Microsoft and the State of New York during the 6-month extension, up to December 31, 2016.</p> <p>Dell: New Enterprise Enrollments can be entered under the terms of the current Dell/OGS Contract until December 31, 2016. Purchase orders need to be dated no later than December 31, 2016, and will be limited to a 12-month period of performance. During the 12 month performance period Dell will continue to support the purchase, but no additional products can be added and additional years will need to be executed with the new reseller. After the 12 month performance period, those Enterprise Enrollments will need to transfer to a new Reseller, at new pricing.</p>	<p>Microsoft: Yes. Customers can sign new Enrollments under the Custom Program Agreement between Microsoft and the State of New York during the 6-month extension, up to December 31, 2016.</p> <p>Dell: New Select Plus Orders placed by Registered Affiliate with Registered Affiliate's Reseller can be placed under the terms of the current Dell OGS Contract until December 31, 2016. Purchase orders need to be dated no later than December 31, 2016, and will be limited to a 12-month period of coverage unless pre-paid for 24 or 36 months of coverage. After the applicable performance period, those Select Plus ARFs will need to transfer to a new Reseller, at new pricing.</p>	<p>Microsoft: Yes. Customers can sign new Enrollments under the Custom Program Agreement between Microsoft and the State of New York during the 6-month extension, up to December 31, 2016.</p> <p>Dell: New Enterprise Enrollments can be entered under the terms of the current Dell OGS Contract until December 31, 2016. Purchase orders need to be dated no later than December 31, 2016, and will be limited to a 12-month period of performance. During the 12 month performance period Dell will continue to support the purchase, but no additional products can be added and additional years will need to be executed with the new reseller. After the 12 month performance period, those CASA Enrollments will need to transfer to a new Reseller, at new pricing.</p>
10	<p>We have an Enrollment under the Custom Program Agreement which expires before December 31, 2016, but has a 3-year extension available. May we exercise our right to the 3-year extension, and if so, will Dell handle our agreement under the Dell/OGS Contract, and what will our price be?</p>	<p>Microsoft: Yes. Enrollments with an extension option under the existing Custom Program Agreement are able to extend with Microsoft for the agreed term.</p> <p>Dell: Purchase orders need to be dated no later than December 31, 2016, and will be limited to a 12-month period of performance. During the 12 month performance period Dell will continue to support the purchase, but no additional products can be added and additional years will need to be executed with the new reseller. After the 12 month performance period, the Enterprise Enrollment will need to transfer to a new Reseller, at new pricing.</p>	<p>Microsoft: N/A as the Select Plus Agreement is Evergreen with Microsoft.</p> <p>Dell: N/A</p>	<p>Microsoft: Yes. Enrollments with an extension option under the existing Custom Program Agreement are able to extend with Microsoft for the agreed term.</p> <p>Dell: Purchase orders need to be dated no later than December 31, 2016, and will be limited to a 12-month period of performance. During the 12 month performance period Dell will continue to support the purchase, but no additional products can be added and additional years will need to be executed with the new reseller. After the 12 month performance period, the Enrollment will need to transfer to a new Reseller, at new pricing.</p>

11	Can we prepay the amounts due under our Program Agreement? If so, will Dell handle our agreement under the Dell OGS Contract and for how long a term?	Dell: Purchase Orders need to be dated no later than December 31, 2016, and will be limited to a 12 month period of performance. Payments are made on an annual-basis for Enrollments under the Custom Program Agreement. However, they cannot be paid more than 12 months in advance.	Dell: Purchase Orders need to be dated no later than December 31, 2016, and will be limited to a 12 month period of performance. Customers can prepay up to 36 months, limited by the period of performance left on their agreement.	Dell: Purchase Orders need to be dated no later than December 31, 2016, and will be limited to a 12 month period of performance. Payments are made on an annual-basis under the Enrollment for Education Solutions. However, they cannot be paid more than 12 months in advance.
12	We have Software Assurance (SA) on our Microsoft products, how do we extend that coverage to maintain SA Only costs?	Microsoft: Enrollments under the Custom Program Agreement that expire on/after December 31, 2016 will need to be renewed. Dell: The Custom Program Agreement will need to transition to a new Reseller, at new pricing.	Dell: Customers can prepay Software Assurance up to 36 months, limited by the period of performance left on their agreement. The Academic and Non-Academic Select Plus Agreement Custom Program Agreements will need to transition to a new Reseller, at new pricing.	Microsoft: Enrollments under the Custom Program Agreement that expire on/after December 31, 2016 will need to be renewed. Dell: The Custom Program Agreement will transition to a new Reseller, at new pricing.
13	What are our rights to terminate our Program Agreement early? Are there any penalties for doing so?	Microsoft: See Section 7(e), Early Termination, in the Enterprise Agreement Custom Program Agreement.	Microsoft: See Section 11, Term and Termination, in the Academic Select Plus Agreement Custom Program Agreement and Section 9, Term and Termination, in the Non-Academic Select Plus Agreement Custom Program Agreement.	Microsoft: See Section 12, Term and Termination, of the CASA Custom Program Agreement.
14	Will my existing Office 365 and/or Azure Service Subscription with Microsoft and Dell be cut off by Microsoft if there is no Microsoft Reseller in place on January 1, 2017?	Microsoft: In order to avoid any interruption in Software Assurance, License Entitlements, and/or Cloud Services, a new Reseller contract must be in effect by January 1, 2017.	Microsoft: Not Applicable since Office 365 and Azure are not sold under the Select and Select Plus Agreements.	Microsoft: In order to avoid any interruption in Software Assurance, License Entitlements, and/or Cloud Services, a new Reseller contract must be in effect by January 1, 2017.
15	Will I be able to add new users, devices and/or products to an existing enrollment after 12/31/16?	Dell: No, the Dell OGS Contract ends on December 31, 2016. Therefore, Dell will not be able to execute on any purchase orders after that day, which includes new users or products.	Dell: No, the Dell OGS Contract ends on December 31, 2016. Therefore, Dell will not be able to execute on any purchase orders after that day, which includes new users or products.	Dell: No, the Dell OGS Contract ends on December 31, 2016. Therefore, Dell will not be able to execute on any purchase orders after that day, which includes new users or products.



Contract Award Notification Update

Subject: Extension in Progress

DATE: June 23, 2016

AWARD #: [22722](#)

GROUP #: 76000

AWARD DESCRIPTION: Microsoft Software Reseller

CONTRACT PERIOD: July 1, 2013 to June 30, 2016

CONTACT: Ann Fisher | 518-486-1430 | ann.fisher@ogs.ny.gov

CONTRACT NO.: PS66134 **CONTRACTOR:** Dell Marketing LP

OGS is working with Dell and Microsoft to extend the above referenced contract for an additional six months, through December 31, 2016. OGS will post additional guidance about purchasing with the executed extension.



Contract Award Notification Update

Subject: Dell Marketing LP

DATE: October 21, 2015

AWARD #: [22722](#)

GROUP #: 76000

AWARD DESCRIPTION: Microsoft Software Reseller

CONTRACT PERIOD: July 1, 2013 to June 30, 2016

CONTACT: Ann Fisher | 518-486-1430 | ann.fisher@ogs.ny.gov

CONTRACT NO.: PS66134 **CONTRACTOR:** Dell Marketing LP

Dell Marketing LP pricelist has been updated to reflect product auto-adds, product removals, price increases and price decreases to items covered under the above mentioned contract. Pricelist dated September 18, 2015 is available on the Procurement Services website or by accessing the following link <http://www.ogs.ny.gov/purchase/snt/awardnotes/7600022722can.HTM>

All other terms and conditions remain the same

New York State Office of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://nyspro.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22722](#)

DATE: December 15, 2014

GROUP: 76000 – Microsoft Reseller Contract

**PLEASE ADDRESS INQUIRIES TO:
STATE AGENCIES & CONTRACTORS**

CONTRACT PERIOD:
July 1, 2013-June 30, 2016

Debra Kruszona
Contract Management Specialist
Phone: (518) 402-3021

CONTRACTOR: Dell Marketing LP

Email: debra.kruszona@ogs.ny.gov

CONTRACT NO: PS66134

OTHER AUTHORIZED USERS

Customer Services
Phone: (518) 474-6717
Email: customer.services@ogs.ny.gov

SUBJECT: UPDATE PRODUCT/PRICE LIST

TO: ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS

Dell Marketing has requested and the State has approved the addition of new products, deletion of end-of life products as well as price increases and decreases for products which are already incorporated under contract PS66134 and based on Dell's Published Price List dated October 1, 2014, submitted herewith.

All previously approved discounts for these products remain the same. Please access the following link to view the updated product/price list: http://www.ogs.ny.gov/purchase/prices/7600022722PL_MSReseller.pdf

All other terms and conditions remain the same.

New York State Office Of General Services
New York State Procurement
Corning Tower Building
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

PURCHASING MEMORANDUM

CONTRACT AWARD NOTIFICATION UPDATE

AWARD NUMBER: [22722](#)

DATE: July 3, 2013

GROUP: 76000 – Microsoft Reseller Contract

PLEASE ADDRESS INQUIRIES TO:

STATE AGENCIES & CONTRACTORS

Vivian Basile
Contract Management Specialist
(518) 402-9400
vivian.basile@ogs.ny.gov

CONTRACT PERIOD: July 1, 2013 – June 30, 2016

OTHER AUTHORIZED USERS

Customer Services
(518) 474-6717
customer.services@ogs.ny.gov

CONTRACT NO./ PS66134 /
CONTRACTOR: Dell Marketing LP

SUBJECT: First Amendment of the Microsoft Business Agreement (MBA)

ALL STATE AGENCIES AND OTHERS AUTHORIZED TO USE STATE CONTRACTS:

The Microsoft Reseller Contract has been amended to incorporate the First Amendment of the Microsoft Business Agreement (MBA). The First Amendment includes amended language and sample forms that are specific to purchasing Microsoft Online Services.

The MBA is set forth as Appendix D of the Microsoft Reseller Contract.

The contract and related documents are available for viewing at the OGS contract website:
<http://www.ogs.ny.gov/purchase/snt/awardnotes/7600022722can.HTM>

All other terms and conditions remain the same.

State of New York Executive Department
Office Of General Services
New York State Procurement
Corning Tower Building - 38th Floor
Empire State Plaza
Albany, New York 12242
<http://www.ogs.ny.gov>

CONTRACT AWARD NOTIFICATION

Title :	:	Microsoft Reseller Agreement Group - 76000
		Classification Code(s): 43
Award Number	:	<u>22722</u> (Replaces award 21981)
Contract Period	:	July 1, 2013 through June 30, 2016 with the option for two 1-year extensions
Bid Opening Date	:	June 18, 2013
Date of Issue	:	July 1, 2013
Specification Reference	:	As Incorporated In The Contract
Contractor Information	:	Appears on Page 2 of this Award

Address Inquiries To:

State Agencies & Vendors	Political Subdivisions & Others
Name : Vivian Basile Title : Contract Administrator Phone : 518- 402-9400 Fax : 518- 486-6867 E-mail : Vivian.Basile@ogs.ny.gov	New York State Procurement Customer Services Phone : 518-474-6717 Fax : 518-474-2437 E-mail : customer.services@ogs.ny.gov

New York State Procurement (NYSPRO) values your input!
Please complete and return the "Contract Performance Report" at the end of this document.

Description

This award establishes the Microsoft Reseller agreement between Dell Marketing LP and the State of New York. This contract will allow Authorized Users to place purchase orders for Microsoft Product in accordance with the terms and conditions set forth in the various documents that make up the business agreement between Microsoft and the State of New York for Microsoft Product including Enterprise Agreement, Select (state and local), Select (academic), Campus and School Agreement and a limited selection of Online Service offerings, collectively known as the Microsoft Business Agreement (MBA). Authorized Users are strongly advised to read the Microsoft Reseller contract to determine their rights and responsibilities prior to ordering product from this agreement. See the Frequently Asked Questions (FAQ) section for a complete description of the program and benefits.

(continued)

<u>CONTRACT #</u>	<u>CONTRACTOR & ADDRESS</u>	<u>TELEPHONE #</u>	<u>FED.IDENT.# / NYS VENDOR#</u>
PS66134	Dell Marketing, LP One Dell Way Round Rock, TX 78682	800-248-2727	742616805 1000041162

Cash Discount, If Shown, Should be Given Special Attention.
INVOICES MUST BE SENT DIRECTLY TO THE ORDERING AGENCY FOR PAYMENT.
(See "Contract Payments" and "Electronic Payments in this document.)

AGENCIES SHOULD NOTIFY NEW YORK STATE PROCUREMENT PROMPTLY IF THE CONTRACTOR FAILS TO MEET DELIVERY OR OTHER TERMS OF THIS CONTRACT. PRODUCTS OR SERVICES WHICH DO NOT COMPLY WITH THE SPECIFICATIONS OR ARE OTHERWISE UNSATISFACTORY TO THE AGENCY SHOULD ALSO BE REPORTED TO NEW YORK STATE PROCUREMENT.

SMALL, MINORITY AND WOMEN-OWNED BUSINESSES:

The letters SB listed under the Contract Number indicate the contractor is a NYS small business. Additionally, the letters MBE and WBE indicate the contractor is a Minority-owned Business Enterprise and/or Woman-owned Business Enterprise.

RECYCLED, REMANUFACTURED AND ENERGY EFFICIENT PRODUCTS:

New York State Procurement supports and encourages the purchase of recycled, remanufactured, energy efficient and "energy star" products. If one of the following codes appears as a suffix in the Award Number or is noted under the individual Contract Number(s) in this Contract Award Notification, please look at the individual awarded items for more information on products meeting the suffix description.

RS,RP,RA	Recycled
RM	Remanufactured
SW	Solid Waste Impact
EE	Energy Efficient
E*	EPA Energy Star
ES	Environmentally Sensitive

NOTE TO AUTHORIZED USERS:

The authorized user is accountable and responsible for compliance with the requirements of public procurement processes. The authorized user must periodically sample the results of its procurements to determine its compliance. In sampling its procurements, an authorized user should test for reasonableness of results to ensure that such results can withstand public scrutiny.

The authorized user, when purchasing from OGS contracts, should hold the contractor accountable for contract compliance and meeting the contract terms, conditions, specifications, and other requirements.

Authorized users have the responsibility to document purchases, particularly when using OGS multiple award contracts for the same or similar product(s)/service(s), which should include:

- a statement of need and associated requirements,
- a summary of the contract alternatives considered for the purchase,
- the reason(s) supporting the resulting purchase (e.g., show the basis for the selection among multiple contracts at the time of purchase was the most practical and economical alternative and was in the best interests of the State).

PRICE:

Dell Marketing LP is offering the Microsoft Products and Online Services at a cost minus (-) percentage of -4.07%

Dell Marketing LP is offering the Microsoft (Fulfillment) Volume Licensing Disks and Documentation at a cost minus (-) percentage of -4.07%.

Price is net, F.O.B. Destination any point in the State of New York including delivery inside storeroom door. Net prices shall include shipping, handling, insurance and associated delivery charges.

REQUEST FOR CHANGE:

Any request by the agency or contractor regarding changes in any part of the contract must be made in writing to the Office of General Services, New York State Procurement prior to effectuation.

CONTRACT PAYMENTS:

Payments cannot be processed by State facilities until the contract products have been delivered in satisfactory condition or services have been satisfactorily performed. Payment will be based on any invoice used in the supplier's normal course of business. However, such invoice must contain sufficient data including but not limited to contract number, description of product or service, quantity, unit and price per unit as well as federal identification number.

State facilities are required to forward properly completed vouchers to the Office of the State Comptroller for audit and payment. All facilities are urged to process every completed voucher expeditiously giving particular attention to those involving cash discounts for prompt payment.

If the contract terms indicate political subdivisions and others authorized by law are allowed to participate, those entities are required to make payments directly to the contractor. Prior to processing such payment, the contractor may be required to complete the ordering non-State agency's own voucher form.

See "Contract Billings" in Appendix B, OGS General Specifications.

USE OF PROCUREMENT CARD AND PROMPT PAYMENT DISCOUNTS:

Does Reseller accept the New York State Procurement Card ?	YES
Minimum acceptable card amount:	No Min
Maximum acceptable card amount:	Per agency Pcard Limits
Additional discount for purchases made with the NYS Procurement Card (%):	0%
Prompt payment discount for payment within 15 days of delivery and/or receipt of voucher (%):	0%
Prompt payment discount for payment within 30 days of delivery and/or receipt of voucher (%):	0%

NOTE TO CONTRACTOR:

This Contract Award Notification is not an order.

ELECTRONIC PAYMENTS:

The Office of the State Comptroller (OSC) offers an "electronic payment" option in lieu of issuing checks. To obtain an electronic payment authorization form visit the OSC website at www.osc.state.ny.us or contact them by e-mail at epunit@osc.state.ny.us or by phone at 518-486-1255.

OVERLAPPING CONTRACT ITEMS:

Products/services available in this contract may also be available from other New York State contracts. Contract users will be advised to select the most cost effective procurement alternative that meets their program requirements and maintain a procurement record documenting the basis for the selection.

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT BUSINESS ENTITY:

Contractor is encouraged to maintain up-to-date Questionnaire during the life of the contract and is also required to ensure this Questionnaire reflects any substantive issues that may have occurred from the time the Contract was initially awarded.

NYSPRO'S DISPUTE RESOLUTION POLICY:

It is the policy of the Office of General Services' New York State Procurement (NYSPRO) to provide vendors with an opportunity to administratively resolve disputes, complaints or inquiries related to NYSPRO bid solicitations or contract awards. NYSPRO encourages vendors to seek resolution of disputes through consultation with NYSPRO staff. All such matters will be accorded impartial and timely consideration. Interested parties may also file formal written disputes. A copy of NYSPRO's Dispute Resolution Procedures for Vendors may be obtained by contacting the person shown on the front of this document or through the OGS website (www.ogs.ny.gov).

HOW TO USE THIS CONTRACT

NOTE TO ALL CONTRACT USERS: THIS NOTE PERTAINS TO THE CONTRACT FOR MICROSOFT PRODUCT INCLUDING THE MICROSOFT MBA (NYS AGREEMENT PS66034) PROGRAMS THROUGH DELL MARKETING LP.

MICROSOFT RESELLER AGREEMENT PURCHASING PROCESS:

An Authorized User acquires Microsoft Product under this award by executing the appropriate contract documents and making payment directly with Dell Marketing LP.

NOTE TO ALL CONTRACT USERS:

It is strongly advised that all contract users familiarize themselves with all terms and conditions before issuing a purchase order under this award. Contract Users must read and agree to be bound by all the terms and conditions stated therein, and the following notice must appear on the face of each purchase order under this award:

"This purchase order is placed under New York State Comptroller's contract number PS66134 the terms and conditions of which apply to the order and to all software licensed thereunder. The buyer has read and agrees to be bound by all terms and conditions stated therein."

New York State Agencies may purchase from this contract utilizing a standard New York State Purchase Order. Non-State Agencies should utilize whatever purchase document they currently use.

DELIVERY

Delivery is expressed in the number of **calendar days** required to make delivery after receipt of a purchase order. Delivery shall be made in accordance with instructions on purchase orders from the State Agencies, local governments, and others authorized by law to participate in contracts.

GUARANTEED DELIVERY – 30 Days A/R/O

PUBLIC OFFICERS LAW

All contractors agreed to comply with the requirements of the New York State Public Officers Law, all other appropriate provisions of New York State Law and all resultant codes, rules and regulations from State laws establishing the standards for business and professional activities of State employees and governing the conduct of employees of firms, association and corporations in business with the State.

PROCUREMENT PROCEDURES

The following guidelines will assist State Agencies in procuring large purchases resulting from the use of this contract. State Agencies should carefully consider all alternatives to determine which provides the best products and cost.

Agencies are required to have a procurement record for purchases for software above \$50,000. This record should detail the procurement procedure used and why the product purchased has been determined to be the most cost-effective for current and future needs, and will be subject to a post audit by OSC.

In accordance with the Guidelines for use of the technology contracts, it is recommended that the agency aggregate its requirements and make as few purchases a year as possible. Each purchase of product should be acquired in accordance with the agency's established policy.

No approval by the Office of General Services is required.

Although not under OGS purchasing authority, political subdivisions should exercise similar judgment when making large purchases from OGS NYSPRO contracts.

These procedures may be modified in the future as needed to reflect changes in procurement law.

**State of New York
Office of General Services
NEW YORK STATE PROCUREMENT (NYSPro)
Contract Performance Report**

Please take a moment to let us know how this contract award has measured up to your expectations. If reporting on more than one contractor or product, please make copies as needed. This office will use the information to improve our contract award, where appropriate. **Comments should include those of the product’s end user.**

Contract No.: _____ **Contractor:** _____

Describe Product* Provided (Include Item No., if available): _____

***Note:** “**Product**” is defined as a deliverable under any Bid or Contract, which may include commodities (including printing), services and/or technology. The term “Product” includes Licensed Software.

	Excellent	Good	Acceptable	Unacceptable
• Product meets your needs				
• Product meets contract specifications				
• Pricing				

CONTRACTOR

	Excellent	Good	Acceptable	Unacceptable
• Timeliness of delivery				
• Completeness of order (fill rate)				
• Responsiveness to inquiries				
• Employee courtesy				
• Problem resolution				

Comments: _____

 _____ (over)

Agency: _____ Prepared by: _____

Address: _____ Title: _____

_____ Date: _____

_____ Phone: _____

_____ E-mail: _____

Please detach or photocopy this form & return by FAX to 518/474-2437 or mail to:

New York State Procurement (NYSPro)
 Customer Services, 38th Floor
 Corning 2nd Tower - Empire State Plaza
 Albany, New York 12242
 * * * * *