

**Responses**

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
1		App B, Section 49	11	Please confirm that Contractor can use resellers to sell thru this contract and to do the invoicing of the enduser agency with payment by agency direct to the reseller.	Contractor cannot use resellers/agents to sell Products or invoice Authorized Users under any Contract resulting from this solicitation. Please see amendment to RFP Section 3.13, Purchase Orders and Invoicing.
2				Is there a contract fee for the use of this contract? If so, what is the percentage amount and when does it get paid to OGS?	No, there is no Contract fee for the use of this Contract.
3		RFP Section 1.5	Page 8	We offer our products for 3 environments: On Premise, Hosted, Cloud (Term Based). Please confirm that we may bid ONLY on premise offerings.	Correct, RFP Section 1.5, "Excluded Items", excludes all Cloud products. RFP §1.15 "Definitions" defines Cloud "any Product, Bundles or Service sold as an "as a service" offering or in which Authorized User Data is transmitted, acted upon, or stored on non-Authorized User equipment. This may include, but is not limited to, hosted applications, managed services, and off-site Data storage. Cloud includes IaaS, PaaS, SaaS, and XaaS. "
4		RFP Section 3.16	Page 18	Is it possible to get a verified list of other adjacent agencies that are eligible to use this contract?	Appendix B, § 2, "Definitions" defines Authorized User as having "the meaning set forth in New York State Finance Law section 163(1)(k) and includes, but is not limited to, New York State agencies, political subdivisions, local governments, public authorities, public school and fire districts, public and nonprofit libraries, and certain other nonpublic/nonprofit organizations." Additionally OGS Procurement Services, Customer Services can send out a list of Authorized Contract Users. Contact Customer Services at <a href="mailto:customer.services@ogs.ny.gov">customer.services@ogs.ny.gov</a> See RFP Section 1.14, Estimated Quantities.
5		Attachment 5	Page 2	For Section 4, since not all policies are primary and non-contributory, can OGS limit the Primary Coverage to Commercial General Liability Insurance?	No, OGS respectfully declines to make the requested change. Insurance requirements must be agreed to in their current state.

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
6		Attachment 5	Page 3	For additional Insured, would OGS please consider removing the Additional Insured requirement for Business Automobile Liability Insurance as well as removing requirements for CG 20 37 04 13 and CA 20 48 10 13?	No, OGS respectfully declines to make the requested change. Insurance requirements must be agreed to in their current state.
7		Attachment 5	Page 3	For Section 11, insurance providers can provide notice of cancellation at any time and therefore will not incorporate into policies an advanced notice for cancellation. Will OGS accept a requirement for the Contractor to provide notice as as soon as commercially practicable?	No, OGS respectfully declines to make the requested change. Insurance requirements must be agreed to in their current state.
8		Attachment 5	Page 5	For Section 2. will OGS consider removing the requirement for Business Automobile Liability Insurance for owned vehicles in the case where a Contractor has no company-owned vehicles and therefore does not have such coverage?	No, OGS respectfully declines to make the requested change. Insurance requirements must be agreed to in their current state.
9		Attachment 1 - Desirables Section	Question 7	1.Can the State provide greater detail on the requirements of the Letter of Reference? 2.Should the Letter of Reference verify the desired volume of business, greater than 50 million dollars? 3.Should the Letter of reference include additional review of the Proposer on topics such as timeliness of delivery, quality of delivery, quality of service, or other such reviews of past performance? 4.Does this need to be included in our response or after award?	1) Please see responses below 2) The reference only needs to verify that there is a client with an annual purchase volume of \$50M or more. 3) The letter of reference does not require reviews of past performance. 4) Reference must be provided with the Solicitation response.
10		Section 5.2.2 Cost Evaluation	23	Most Software and Hardware products are not purchased directly from Manufacturers but are fulfilled through the use of a distributor. Is it acceptable for the Bidder to purchase products from a distributor, wholesaler, or other similar supplier of Software and Hardware in the course of this contract?	Yes, with the exception of Products purchased from a vendor who also holds a Distributor Contract resulting from this RFP. See amendments to RFP Section 1.2, Scope and the definition of "Distributor" in RFP Section 1.15, Definitions.
11		Section 5.2.2 Cost Evaluation	23	Regarding the application of Cost-Plus Cost-Minus Percentage to determine contract price, is it required that further price reductions that may be received by	Please refer to RFP Section 1.15 "Definitions" for Cost-Plus and Cost-Minus percentages: <i>"Cost-Minus Percentage</i>

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
				the Bidder be applied to the price provided to the Authorized User?	<p><i>Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not decrease over the life of the Contract.</i></p> <p><i>“Cost-Plus Percentage Percentage added to cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not increase over the life of the Contract.”</i></p> <p>The cost that the Contractor pays the Manufacturer is the cost reflected on the Manufacturer’s invoice to the Contractor.</p> <p>Purchases by Authorized Users from the resulting Contracts will be made by means of a competitive RFQ. Please see RFP Section 1.2</p>
12		Section 5.2.2 Cost Evaluation	23	Is it acceptable for the Bidder to accept a prompt pay discount, which reduces the amount payable against a manufacturer or distributor invoice, without factoring this reduction in net cost into the sales price to the Authorized User?	<p>Please refer to the RFP Section 1.15 “Definitions” for Cost-Plus and Cost-Minus percentages:</p> <p><i>“Cost-Minus Percentage Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not decrease over the life of the Contract.”</i></p> <p><i>“Cost-Plus Percentage Percentage added to cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not increase over the life of the Contract.”</i></p>

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					<p>The cost that the Contractor pays the Manufacturer is the cost reflected on the Manufacturer's invoice to the Contractor.</p> <p>Purchases by Authorized Users from the resulting Contracts will be made by means of a competitive RFQ. Please see RFP Section 1.2.</p>
13		Section 5.2.2 Cost Evaluation	23	Is it acceptable for the Bidder to accept a manufacturer or distributor rebate(s), which does not reduce the amount payable against a manufacturer or distributor invoice, but does reduce the reseller's net cost, without factoring this reduction in net cost into the sales price to the Authorized User?	<p>Please refer to the RFP Section 1.15 "Definitions" for Cost-Plus and Cost-Minus percentages:  <i>"Cost-Minus Percentage Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not decrease over the life of the Contract."</i>  <i>"Cost-Plus Percentage Percentage added to cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not increase over the life of the Contract."</i></p> <p>The cost that the Contractor pays the Manufacturer is the cost reflected on the Manufacturer's invoice to the Contractor.</p> <p>Purchases by Authorized Users from the resulting Contracts will be made by means of a competitive RFQ. Please see RFP Section 1.2</p>
14		Section 5.2.2 Cost Evaluation	23	Is it acceptable for the Bidder to accept an instant rebate, which reduces the amount payable against a manufacturer or distributor invoice, without factoring this reduction in net cost into the sales price to the Authorized User?	<p>Please refer to the RFP Section 1.15 "Definitions" for Cost-Plus and Cost-Minus percentages:  <i>"Cost-Minus Percentage</i></p>

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					<p>Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not decrease over the life of the Contract.” “Cost-Plus Percentage Percentage added to cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not increase over the life of the Contract.”</p> <p>The cost that the Contractor pays the Manufacturer is the cost reflected on the Manufacturer’s invoice to the Contractor.</p> <p>Purchases by Authorized Users from the resulting Contracts will be made by means of a competitive RFQ. Please see RFP Section 1.2</p>
15		Section 5.2.2 Cost Evaluation	23	A variety of rebates may be available to the Bidder, MDF, co-op, registration, or similar rebates are all paid to the Bidder after the sale. These rebates do not reduce the amount payable against a manufacturer invoice and are provided at a later date. Is it acceptable for the Bidder to accept these rebates and not factor them into the Cost - Plus or Cost - Minus pricing calculation?	<p>Please refer to the RFP Section 1.15 “Definitions” for Cost-Plus and Cost-Minus percentages: “Cost-Minus Percentage Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not decrease over the life of the Contract.” “Cost-Plus Percentage Percentage added to cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not increase over the life of the Contract.”</p>

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					<p>The cost that the Contractor pays the Manufacturer is the cost reflected on the Manufacturer's invoice to the Contractor.</p> <p>Purchases by Authorized Users from the resulting Contracts will be made by means of a competitive RFQ. Please see RFP Section 1.2</p>
16		3.19 Prohibited List	19	If a Business Entity is on the Prohibited List, can that Entity submit a response to this Solicitation?	Yes.
17		3.19 Prohibited List	19	If a Business entity is designated as a dealer/distributor/ reseller within a Contract referenced in the Prohibited List, may that Entity submit a response to this solicitation?	Yes.
18		Section 5.2.2 Cost Evaluation	23	Manufacturer MSRP pricing and discounts practices have great variance between manufacturers and resellers. Will the State accept proposals using an alternate format such as referencing an existing governmental contract (WSCA, GSA, CMAS, etc.) and applying the Cost-Plus/Cost-Minus methodology to these prices, which represents a better and more consistent method?	No, OGS respectfully declines to make the requested change.
19		3.19 Prohibited List	19	Certain Manufacturers listed within the Market Baskets have product offerings that are mostly and/ or are completely cloud based. A compliant response to this solicitation is not possible with the Cloud prohibition in place. We respectfully request that that the State remove the prohibition of Cloud products and Services.	OGS respectfully declines to make the requested change.
20		Section 5.2.2 Cost Evaluation	23	In the Cost-Minus description, the example provided uses list price as the base for the established discount. Is the State requesting that Cost-Minus be equivalent to a discount off list pricing model, or is this example meant to use the cost as the base?	<p>Please refer to amended RFP Section 5.2.2, Cost Evaluation. Cost represents the price charged to the Distributor from the Manufacturer.</p> <p>RFP Section 1.15 "Definitions" defines Cost-Minus Percentage as the "Percentage subtracted from cost Contractor pays a</p>

<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
					Manufacturer for Products, Maintenance, and Related Services.”
21		1.7 Key Events/ Dates	8	Will the State consider extending the due date of this RFP until October 4th, in order to allow Offerors sufficient time to respond?	The Due Date has been extended to September 29, 2016. Please see amendments to RFP Section 1.7 Key Events/Dates.
22		Section 5.2.2 Cost Evaluation	23	As required per section 5.2.2.1, "At time of purchase, to facilitate competition, Authorized Users will be required to solicit quotes from all awardees within a Lot." In order to facilitate a greater level of competition and ensure Authorized Users receive the best pricing, we respectfully request the state expand the number of anticipated awards from 5 per Lot to 8 per Lot.	OGS respectfully declines to make the requested change.
23		Section 5.2.2 Cost Evaluation	23	There is a great variance between Manufacturer MSRP pricing and discount practices between manufacturers as well as between resellers. As an example, in the current pricing evaluation methodology proposed by the State, a Bidder who receives an invoice from the Manufacturer for \$1,000 and provides a cost+ factor of 2% resulting in a price to the Authorized User of \$1,020 will be evaluated more favorably than the Bidder who is invoiced \$900 by the Manufacturer and provides a cost+ factor of 5% resulting in a better price to the Authorized User of \$945. Using the State's Cost-Plus /Cost-Minus methodology but referencing established baseline contracts that have already accounted for the potential of manufacturer by reseller discounting practices. Examples of such contracts would include existing governmental contracts such as those maintained through the NASPO Valuepoint (WSCA) Program, GSA Schedule 70, State of California CMAS, State of Texas DIR, and others. The application of the Cost +/- methodology to these prices would represent a better and more consistent method of price evaluation. We would request that the State also evaluate alternative markup Plus/Minus Proposals using baselines other than MSRP.	OGS respectfully declines to make the requested change. Please refer to RFP Section 5, "Method of Award" the evaluation for this RFP will be based on best value and will include a technical and a cost component.



Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
24		Section 5.2.1.4 Desirable Characteristics	22	<ol style="list-style-type: none"> <li>Up to how many points will be awarded per desirable characteristic satisfied?</li> <li>Are some characteristics viewed more favorably by the State than others or are they weighted equally?</li> </ol>	OGS respectfully declines to provide this information.
25		Section 5.2.2.1 Attachment 2 and Attachment 3 Pricing Categories	23	How will each pricing category be scored?	OGS respectfully declines to provide this information.
26		Section 6.7 Delivered of Software via Download	25	If the manufacturer does not allow returns, must the contractor state this on the quote?	If the Manufacturer does not allow returns, this information must be stated on the quote.
27		Section 5. Method of Award	21	Will the distributor have the ability to name authorized resellers to the contract?	No Contractors cannot use resellers to sell through this contract.
28				Is the IT Umbrella Contract Disti Based SW & HW contract only meant for distributors or can a reseller be eligible to apply?	Please see the RFP Section 1.15 "Definitions" for Distributor which is as follows: A company or individual (merchant) that purchases a large volume of IT Hardware and Software Products from multiple manufacturers or other Distributors/resellers with the intention of selling them rather than consuming or using them. Also known as large account value added reseller (VAR), channel partner or dealer.
29		Attachment 3	Lot 2 Cat 2	Hardware products are different weights and sizes. Are the prices to include shipping charges, or can actual shipping charges be added to invoices?	See RFP Section 4.3, "Shipping Dates And Delivery Time", provides that pursuant to Appendix B, §35, Shipping/Receipt of Product, freight terms are FOB Destination.
30		Attachment 3	lot 2 cat. 1	<i>Software Manufacturer X</i> is listed on the Market Basket pricing for -hardware, but also on the Prohibited list, please clarify.	Please complete Attachment 3 as directed in the RFP. A number of contracts may be phased out in the near future. The Prohibited Lists will be regularly updated to reflect changes in contractor status. Prior to Contract execution, the Prohibited Lists will be reviewed



Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					and any necessary updates will be made. Please refer to the amendments to RFP Section 3.19, Prohibited Lists.
31		Attachement 1	Manufacturer authorization letter	Some manufacturers are sending us a Letter of Authorization on their letter head instead of filling in the form provided by NYS. It contains the same information is on your form. Will that be accepted in lieu of your exact form?	All currently effective Authorization letters containing the required information will be accepted.
32				<i>Hardware Manufacturer X</i> was on NYS Contract, PTXXXXX until the end of last year. Would RFP # 22876 be the correct contract to re-apply and get back on the NYS contract.	If a company is acting in a Manufacturer capacity selling its own Products that company may bid on the next periodic recruitment for Umbrella Manufacturer Contract, Award 22802. If the company is acting in a Distributor/Reseller capacity that company can bid on this RFP.
33		5	23	If standard NYS terms & conditions are incorporated, would the state accept pricing structure offered through an existing cooperative purchasing contract?	OGS respectfully declines to make the requested change.
34		1.2	7	In section, 1.2, it is noted that the resulting contracts from this award are intended to replace some existing OGS contracts, in particular the CTES contract. However, all manufacturers/contractors/distributors currently holding a CTES contract are listed on the prohibited list. Does this mean a distributor on the list cannot bid this RFP or cannot include any manufacturers currently on existing CTES contract?	Please complete Attachment 3 as directed in the RFP. A number of contracts may be phased out in the near future. The Prohibited Lists will be regularly updated to reflect changes in contractor status. Prior to Contract execution, the Prohibited Lists will be reviewed and any necessary updates will be made. Please refer to the amendments to RFP Section 3.19, Prohibited Lists. The Prohibited Lists are lists of companies whose Products cannot be sold under the Contract. Even though a company is on the Prohibited Lists it can bid on this RFP as a Distributor of another Manufacturer's Products.
35		Apendix "D"	19	What is the Frequency at which a Distributor can submit Modification Forms (ie; Add Manufacturer)?	Contractor would not need to submit a Contract Modification to add Manufacturers as any Manufacturers Products can be included in pricing category 3 which requires bidders to enter a single Cost Plus or Cost Minus

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					percentage for any Manufacturers not listed in the pricing attachments.
36		Attachment 3		Half of the companies listed in the Market Basket Pricing - Attachment 3; Lot 2 Pricing Category 1 are on the prohibited list. Further, most are not manufacturers. Please clarify.	<p>Please complete Attachment 3 as directed in the RFP. A number of contracts may be phased out in the near future. The Prohibited Lists will be regularly updated to reflect changes in contractor status. Prior to Contract execution, the Prohibited Lists will be reviewed and any necessary updates will be made. Please refer to the amendments to RFP Section 3.19, Prohibited Lists.</p> <p>The Prohibited Lists are lists of companies whose Products cannot be sold under the Contract. Even though a company is on the Prohibited Lists it can bid on this RFP as a Distributor of another Manufacturer's products.</p>
37		5.2	23	Does manufacturer cost include cost of delivery?	Yes, RFP Section 4.2, "Shipping Dates And Delivery Time", provides that pursuant to Appendix B, §35, Shipping/Receipt of Product, freight terms are FOB Destination.
38		5.2	23	We are not familiar with a cost minus pricing structure. Please provide further clarification.	Please see the RFP Section 1.15 "Definitions" Cost Minus which is as follows: "Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not decrease over the life of the Contract."
39		6.6	25	Standard industry practice is that non-stock, custom material and cut wire/fiber are typically non-returnable or are subject to a restock fee by the manufacturer. Can these situations be handled with the end-user seperately as they arise	Pursuant to RFP Section 6.6 "Return of Unused Product", Contractor must allow unopened Product to be returned with no restocking fee up to 30 calendar days from the date of receipt. If there is a restock fee for custom orders mandated by the Manufacturer, the Contractor must state this information on the Quote. Please see amendments to RFP Section 6.6, Return of Unused Product.

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
40		Attachment 2	Lot 1 Price Cat 2 and Lot 1 Price Cat 3	1. What is the difference between the pricing instructions (Clause 5.2.2.1) for Cat 2 and Cat3? 2. Why do we need to submit a discount (cost-plus or cost-minus) for products that we are not bidding?	1) Pricing Category 2 is meant for bidders to offer a Cost Plus or Cost Minus percentage for any Products that the Distributor currently sells through business relationships with Manufacturers. These bid percentages may become listed Contract pricing.  2) Pricing Category 3 is meant to cover all Manufacturers not covered in Pricing Categories 1 or 2.
41		Attachment 1	Desirables, Row 9	Please clarify: "It is desirable that Bidder propose to provide Software and Hardware with a 0% markup if they are unable to obtain a discount off the price (if any) quoted to the Authorized User by the Software or Hardware Manufacturer."	Please refer to RFP Section 5.2.1.4 "Desirable Characteristics" "Bidders can choose to offer/meet Desirable Characteristics included in Attachment 1 – Bidder Questionnaire. Additional points will be awarded for each desirable characteristic satisfied."
42		Appendix B Section 8	2	In Section 8. (Extraneous Terms), license agreements are excluded from the bid. How does the state intend to incorporate the terms of the license agreements, particularly usage rights, that are not in violation of State of New York law?	Such licensing terms may be submitted in response to an Authorized User's RFQ for the Authorized User's consideration in accordance with and subject to Appendix B, § 28.
43		RFP Section 6.6	25	Does Section 6.6 (Return of Unused Product) apply to Lot 1 (Software)? If so, how would this actually be exercised?	Yes RFP Section 6.6 applies to returning physical software. Unopened physical software will be returned to Contractor
44		Attachment 1	Min Requirements & Quals, Row 32	Regarding Manufacturer Authorization Letters: Are electronic signatures acceptable? We have sent our manufacturers a fillable PDF form for them to complete and sign. Many of them use electronic signatures.	Attachment 1 has been amended to include the following sentence: "Electronic signatures on Authorization Letters will be accepted."
45		Attachment 3	Lot 2 Price Cat 1	<i>Manufacturer X</i> is listed on the Manufacturer (hardware) list. <i>Manufacturer X</i> is also on the Prohibited List for their CTES contract. May we bid <i>Manufacturer X / Manufacturer Y</i> products that are not on the <i>Manufacturer X</i> CTES pricelist?	Please complete Attachment 3 as directed in the RFP. Individual Products cannot be bid under the solicitation. The bidding structure for the solicitation requires a Cost-plus or Cost-minus percentage that will be applied to all Products offered by a Manufacturer.

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					A number of contracts may be phased out in the near future. The Prohibited Lists will be regularly updated to reflect changes in contractor status. Prior to Contract execution, the Prohibited Lists will be reviewed and any necessary updates will be made. Please refer to the amendments to RFP Section 3.19, Prohibited Lists.
46		RFP Sections 6.2 and 6.13	Pages 24 and 26	<p>The requirements for an on-line distributor catalog (section 6.2) refer to an on-line product/price catalog with a mechanism for on-line ordering. Section 6.13 describes the Statewide Financial System (SFS) as being able to provide catalog and eMarketplace capabilities.</p> <p>1) Are these capabilities currently in use as part of SFS?</p> <p>2) If not, do you have an anticipated go-live date?</p> <p>3) Would we be required to integrate with SFS, or is integration an option? Will NYS OGS provide assistance with this integration?</p>	<p>1) The capabilities for an online catalog that works in conjunction with SFS are available today for a growing number of NYS commodity contracts. For a complete list of catalogs and awards currently available in the eMarketplace, please visit our website at <a href="https://nyspro.ogs.ny.gov/content/nys-emarketplace-1">https://nyspro.ogs.ny.gov/content/nys-emarketplace-1</a></p> <p>2) The NYS eMarketplace went live in October of 2015.</p> <p>3) Suppliers participating in the NYS eMarketplace are not required to, nor given an option to, integrate with SFS directly. NYS has contracted with Perfect Commerce to host the eMarketplace, which includes integration with SFS and the facilitation of electronic purchase orders and electronic invoices. Participating suppliers are given the option to integrate their ordering system with Perfect Commerce for an additional fee, however this integration is not required in order to participate in the eMarketplace.</p> <p>All NYS suppliers regardless of participation in the eMarketplace are able to access</p>

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					transactions and supplier information in the Vendor Self-Service Portal. For more information, please go here: <a href="http://www.osc.state.ny.us/vendors/index.htm">http://www.osc.state.ny.us/vendors/index.htm</a>
47		RFP Section 6.13	Page 26	Please clarify or further define "hosted" or "punch-out" catalog.	Definitions for "Hosted Catalog" and "Punch-out Catalog" have been added to the RFP. Please see amendments to RFP Section 1.15, Definitions.
48		RFP Section 6.13	Page 26	1. Is it the general intent of NYS that all customers will place orders via the on-line distributor catalog, and that those orders are funneled through the NYS SFS system through a technical integration? 2. Or will SFS eventually supplant the on-line distributor catalog?	It is the intent of NYS that customers be able to place orders online through the Contractor's catalog of available Products with pricing. NYS is not requiring Contractors to participate in the eMarketplace, though this may be an option in the future and would be in addition to the Contractor's own online catalog. In that case, the eMarketplace could punch out to the Contractor's online catalog content.
49		Appendix D.	Page 1	In section 1.1 (Types of Contract Modifications), the modification process refers to changes in pricing, but how do you submit a modification for technology refreshes (i.e., product additions/deletions)?	Individual Products cannot be bid under this Solicitation. The bidding structure for the Solicitation requires a Cost-plus or Cost-minus percentage that will be applied to all Products offered by a Manufacturer. Therefore, there will not be a need for Product additions/deletions for any Contracts that result from this Solicitation.
50				Do you know why contractors on the the Miscellaneous Software Catalog and the contract it self are still referenced on the Prohibited List? It is my understanding that the Miscellaneous Software Contract is not being extended after the 9/24/16 date.	A number of contracts may be phased out in the near future. The prohibited list will be constantly updated to reflect changes in contractor status. Prior to contract award and purchase execution, the prohibited list will be carefully scrutinized to ensure accuracy.  The Prohibited Lists are lists of companies

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					whose Products cannot be sold under the Contract. If a company is on the Prohibited Lists that company can bid on this RFP.
51				I am a reseller of a variety of IT Hardware. Can you tell me specifically what Hardware categories or groups you are soliciting with this contract?	Hardware from all Manufacturers can be procured under this Contract if the Manufacturer and hardware is not already on another OGS contract. As the OGS contract vendor pool transforms and technology changes, the hardware categories or groups will evolve with Authorized User Product needs.
52				Does this proposal apply to resellers?	Please see the RFP Section 1.15 "Definitions" Distributor which is as follows: "A company or individual (merchant) that purchases a large volume of IT Hardware and Software Products from multiple manufacturers or other Distributors/resellers with the intention of selling them rather than consuming or using them. Also known as large account value added reseller (VAR), channel partner or dealer."
53		8 (Original RFP Document)	29	1. So you are needing 2 "Originals" with original signatures for the Administrative, Technical and Financial Proposals and you are also needing 2 Additional Hard Copies of the Technical Proposal, correct? 2. So the additional copies of the Technical Proposal, these can be copies? 3. And do those additional copies need to be marked as "COPY"?	1. Yes, correct. 2. Yes, the additional copies of the Technical Proposal can be copies. 3. The RFP calls for the originals to be marked "ORIGINAL" therefore it is not necessary to mark the copies as "Copy".
54		Attachment 1	3rd Tab (Desireables)	Can you further explain what emarket is and what you are referring to?	A dedicated website that contains Contractors Product portfolios and facilitates Contract User ability to procure from the website. Please see questions 46 and 48 in this document.
55		Attachment 4	Submission Checklist	I'm trying to figure out how many USB drives I am needing to submit with RFP; line 8 states only 1 but from my calculations, don't I need a separate USB drive for each of the 3 required sections:	A total of 6 USBs (2.0 or Successor) are required: 2 Administrative, 2 Technical, and 2 Financial. Please see amendments to RFP Section 8.1, Proposal Format.

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
				Administrative, Technical and Financial and then 2 of each (since you want 2 electronic copies of each item) so I am getting a total of 6 USB Drives?	
56		5.22 Cost Evaluation	23	So am I reading correctly that if we want to bid a discount from MSRP (Manufacturer's Suggested List Price) that this would be considered a Cost-Minus percentage? I just want to make sure I am understanding this correctly as to which one we want to go with.	The Cost Minus percentage must be a percentage discount from the actual Cost that a Manufacturer charges a Distributor for a Product.
57		RFP section 5.2.1.3	22	Do letters of authorization have to be on the Authorization Letter form in Attachment 1 of the RFP, or will existing letters of authorization satisfy the requirement?	Currently effective Authorization letters containing the information required in the Authorization Letter template located in Attachment 1, Bidder Questionnaire, will be accepted. Please see amendments to RFP Section 5.2.1.3.
58		RFP section 5.2.1.3	22	Can a responding organization utilize a distributor partner's letter of authorization from the manufacturer or does the letter of authorization need to directly name the responding organization?	No, Authorization letters must come from the Manufacturer and must reference the company submitting the Solicitation response.
59		RFP section 5.2.1.1	22	Can a responding organization leverage a distributor partner's contract with a manufacturer or does the responding organization need to have a contract directly with a manufacturer?	No, a responding organization cannot leverage a distributing partner's Contract, to fulfill the requirements of RFP section 5.2.1.1 "Minimum Qualification – Years in the Industry of the Solicitation". A Bidder must be the company that has the required three years experience as a Distributor of Hardware and/or Software.
60		1.2 Scope	7	Can the State please confirm the request for proposal for Information Technology Umbrella Contract <u>Distributor Based</u> is a separate request from any periodic recruitment bidding process associated with the active Information Technology Umbrella Contract <u>Manufacturer based</u> (Statewide)?	Yes, The Distributor Solicitation (22876) is a separate Solicitation from the Manufacturer Umbrella Contract (22802).
61		8.1	29-30	Can the 3 separate parts of the proposal be sent sealed together. Example: We will send one package containing 4 sealed containers. Those containers will be labeled Administrative, Technical, Financial and Technical Additional. Inside each of these containers	Refer to RFP Section 8.1 "Proposal Format" A Bidder's proposal shall be organized in <b>three separate parts: (1) Administrative Proposal, (2) Technical Proposal and (3) Financial Proposal</b> (collectively referred to herein as



Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
				will be 2 hard copies and 2 corresponding USB drives. Is this correct?	“Submissions”). A Table of Contents should clearly identify the location of all material within the Submissions by section and page number. Each part will be evaluated separately. Each part shall indicate its content and be labeled, as applicable: ADMINISTRATIVE, TECHNICAL or FINANCIAL PROPOSAL. Bidder <u>should</u> supply <b><u>TWO ORIGINAL HARD COPIES</u></b> and <b><u>TWO ELECTRONIC COPIES</u></b> of each part of the bid. Bidder shall also supply two additional hard copies of the Technical Proposal
62		Attachment 6	All	What information needs to be provided by us to consider Attachment 6 completed?	Attachment 6 is for informational purposes only and does not require any form of completion.
63				I am interested in having my distributors bid the Touch Screen Monitors that we manufacture.  I just wanted to check that these are the kind of IT products that you are looking for in this umbrella contract.	Specific products will not be listed on the Contract. Contract will contain a Cost Plus/Cost Minus that will pertain to all Products Manufacturers carry. Contract Users will have the ability to procure Products that they need that are not on another OGS Contract. Refer to RFP Section 5.2.2.1 “Attachment 2 and Attachment 3 Pricing Categories”: “The Cost-Plus or Cost-Minus percentage bid will apply to all products that the Manufacturers offer commercially.”
64		Bidder Certification and Affirmation	3	The Bidder Certification and Affirmation states 'RETURN THIS PAGE AS PART OF BID" but does not indicate in which response volume it should be included.  Should this document be include in the Administrative Proposal with page 1 and 2?	The first 3 pages of the Solicitation should be submitted with the Administrative Proposal.
65		3.24 Report of Contract Usage  Attachment 9 -	20	In section 3.24 Report of Contract Usage states that reports are to be furnished during each six (6) month period.	Reports of Contract Usage must be submitted on a quarterly basis. Please see amendments to RFP Section 3.24, Reports of Contract Usage.

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
		Report of Contract Sales	Tab 1	In Attachment 9 - Report of Contract Sales states report of all sales are to be provided on a quarterly basis.  What is the correct reporting period - quarterly or semi-annually?	
66		RFP, 1.15 Definitions and 5.22 Cost Evaluation	11 & 23	In Section 1.15, "Cost-Minus Percentage" is defined as the "Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance and Related Services". Similarly, Section 5.22 outlines how the cost to the bidder is calculated using the Cost-Minus percentage, whereby the "percentage is applied to what the Bidder pays for the Product at the time of purchase, that is, the invoice amount from the Manufacturer". Typically, when an RFP asks for a Cost-Minus Percentage, the value by which the cost-minus percentage is deducted is either the Manufacturer's Standard Retail Price or some other verifiable list price (such as the Bidder's list price), and the Bidder's invoice amount from the Manufacturer is not a variable to the calculation. Did NYS OGS intend for the Bidder to deduct from the Manufacturer's Retail Price / Bidder's list price or from the invoice amount from the Manufacturer?	No, the RFP intends for the Bidder to deduct from the Manufacturer invoiced amount. Please refer to the RFP Section 1.15 "Definitions" for Cost-Plus and Cost-Minus percentages: <i>"Cost-Minus Percentage Percentage subtracted from cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not decrease over the life of the Contract."</i> <i>"Cost-Plus Percentage Percentage added to cost Contractor pays a Manufacturer for Products, Maintenance, and Related Services. Percentages bid become Contract pricing and will not increase over the life of the Contract."</i>
67		5.2.2 Cost Evaluation	23	If the Bidder chooses to use the Cost-Minus Percentage, will NYS OGS accept a discount off the Bidder's list price?	No, OGS respectfully declines to accept this change. The Cost Minus percentage must be a percentage discount from the actual Cost that a Manufacturer charges a Distributor for a Product.
68		Attachment 1 - Vendor Questionnaire	Tab 1	The header and footer on this document do not match. The header is labeled as Attachment 2 - Vendor Questionnaire - Solicitation 22802 Information Technology Umbrella Contract.  Can vendors modify this header to reflect the correct attachment and solicitation number?	A corrected document will be posted to the bid calendar.

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
69		Attachment 1 - Vendor Questionnaire	Tab 2	Attachment 1 -Vendor Questionnaire - Tab 2 contains the requested form to be completed by the various publishers and/or manufacturers which a reseller is authorized to sell. If a publisher / manufacturer has issued an authorization letter on their company letterhead, will that be acceptable to the the State?	All currently effective Authorization letters containing the required information will be accepted.
70		Attachment 1 - Vendor Questionnaire	Tab 2	Attachment 1 -Vendor Questionnaire - Tab 2 contains the requested form to be completed by the various publishers and/or manufacturers which a reseller is authorized to sell. Will the State accept electronic copies of these documents from the publishers and/or manufacturers if the electronic copy contains an original signature?	Attachment 1 has been amended to include the following sentence: "Electronic copies of Authorization Letters will be accepted."
71		1.7 - Key Events and Dates	8	Given the type and size of this eventual contract agreement including the level of response requirements including manufacturer authorization letters, would OGS please extend the proposal due date by at least two weeks to allow vendor to submit fully compliant and responsive proposals?	The Due Date has been extended to September 29, 2016. Please see amendments to RFP Section 1.7 Key Events/Dates.
72		5.2.2 - Cost Evaluation	22	Within each of the first two categories for named manufacturers, will all manufacturers be evaluated and scored equally or will OGS apply a higher evaluation score to certain manufacturers?	OGS respectfully declines to provide this information at this time.
73		5.2.2 - Cost Evaluation	22	May Contractors propose multiple discounts within a manufacturer group to account for price variance by products line?	No, a Cost Plus/Cost Minus percentage must apply to all of a Manufacturer's Products.
74		5.2.1.3 - Manufacturer Authority Letters	22	Because numerous manufacturers do not sell directly to resellers, will OGS accept letters of authorization from Distributors as opposed to individual manufacturers?	No, the authorization letters must come from the Product Manufacturers
75		Attachments 2&3	N/A	OGS has categorized <i>Manufacturer X</i> within Lot 2, Hardware only rather than in Lot 1, Software, where it would be more applicable. Would OGS please allow <i>Manufacturer X</i> to be included in both lots 1 and 2? Pair with Question 14.	OGS respectfully declines to make the requested change. A Contract User can still procure <i>Manufacturer X</i> software products utilizing Lot 1, Pricing Category 3, which provides for a single Cost Plus/Cost Minus percentage for all Manufacturers not listed in Pricing Categories 1 and 2.

<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
76		Attachments 2&3	N/A	May a manufacturer, who offers both hardware and software products, be named under both Lots?	Yes, a Manufacturer can have Products sold under both Lots by an awarded Distributor.
77		3.13 - Purchase Orders and Invoicing	17-18	Purchase Orders Involving Price lists are mentioned in section 3.13. Will that format be Attachments 2 and 3?	Yes, the Bids (Cost Plus/Cost Minus percentages) in Attachments 2 and 3 will become the Contract rates/Price Lists.
78		Appendix D	N/A	May new manufacturers be added to the contract over the contract term via the Contract Modification process detailed in Appendix D?	Contractor would not need to submit a Contract Modification to add Manufacturers as any Manufacturers Products can be included in pricing category 3 which requires bidders to enter a single Cost Plus or Cost Minus percentage for any Manufacturers not listed in the pricing attachments.
79		Attachments A&B	N/A	May the Contractor take exceptions to terms within the RFP, including terms in the Form of Contract (Attachments A & B)?	Pursuant to RFP Section 9.6 "Inquiries And Proposed Solicitation Deviations": "Vendors are advised that OGS will not entertain any exceptions or deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions or deviations to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature."
80		Attachments A&B	N/A	Will OGS agree to negotiate final contract terms based on exceptions taken by Contractor (presuming OGS has selected Contractor as a vendor to which it desires to make an award)?	Please refer to RFP Section 1.6 "Inquiries/Issuing Office" regarding clarifications and exceptions. Pursuant to RFP Section 9.6 "Inquiries And Proposed Solicitation Deviations": "Vendors are advised that OGS will not entertain any exceptions or deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions or deviations to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature. "
81		Attachments A&B	N/A	If in its response the Contractor takes an exception to a term of the RFP, including the terms in the Form of Contract (Attachment A), which is not accepted by OGS, will OGS agree to either negotiate the term with	Please refer to RFP Section 1.6 "Inquiries/Issuing Office" regarding clarifications and exceptions. See also RFP Section 9.6

<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
				the Contractor, request Contractor to remove its exceptions, or reject Contractor's bid as non-responsive and further will OGS agree not to deem the Contractor as having accepted the original term to which Contractor took an exception simply because Contractor submitted a response to the RFP?	"INQUIRIES AND PROPOSED SOLICITATION DEVIATIONS"
82		Attachments A&B	N/A	Will Contractor have an opportunity to increase prices during any resulting renewal terms?	See RFP Section 5.2.2 "Cost Evaluation" "The Cost-Plus percentages bid will NOT increase over the life of the Contract. The Cost-Minus percentages bid will NOT decrease over the life of the Contract. The Cost-Plus or Cost-Minus bid for Products will also apply to maintenance provided for the Products."
83		Attachments A&B	N/A	Will Contractor have the right to not enter into renewal terms if OGS pursues a longer extension (outside of the 30 days unilateral extension)?	Yes, see RFP Section 1.12 "Short Term Extension"
84		Appendix B, 63	N/A	Since the Vendor is reselling/distributing Third Party Hardware and Software, would OGS consider clarifying that the Indemnification for Infringement would be from the OEM not the Reseller and that the Reseller is only required to "pass-thru" what the Manufacturer offers?	OGS respectfully declines to make the requested change.
85		65 Software License Grant,	N/A	Since the Vendor is reselling Third party Software, will OGS consider clarifying this clause to allow Resellers to "pass-thru" the Manufacturer's license terms?	OGS respectfully declines to make the requested change. Such licensing terms may be submitted in response to an Authorized User's RFQ for the Authorized User's consideration in accordance with and subject to Appendix B, § 28.
86		6.8 Notification of Upcoming Maintenance Expiration & 65 d. Software License Grant	N/A	These clauses state that Contractor is required to submit written notification to Authorized Users of an upcoming maintenance end date no later than sixty (60) calendar days prior to such maintenance end date. Software "Vendor's" typically have a standard process re: notification, auto-renew or other trigger for how maintenance is discontinued or renewed from period to period. Will OGS accept differing	OGS respectfully declines to make the requested change

<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
				maintenance discontinuance/renewal and notification policy to Authorized Users?	
87		65 Software License Grant	N/A	Please clarify if there are license types other than perpetual licenses that may be offered under this contract.	Appendix B, § 65(a) provides as follows: "Licensee is granted a non-exclusive, perpetual license (or, at the option of the Authorized User, term license)".
88		73 Source Code Escrow	N/A	Since the Vendor is reselling/distributing Third Party Software and does not hold the Source Code, would OGS consider deleting this requirement?	Appendix B, § 73 provides that Source code is only required "If Source Code or Source Code escrow is offered by either Contractor or Product manufacturer or developer to any other commercial customers,".
89		6.6 RETURN OF UNUSED PRODUCT	N/A	This section indicates that "the Contractor must allow unopened Product to be returned with no restocking fee up to 30 calendar days from the date of receipt. Return shipping and delivery costs for Product will be paid by the Authorized User." In some cases Manufacturers will not permit. Will OGS consider amending this statement to include "where permitted by the Manufacturer"?	No, OGS respectfully declines to make the requested change.
90		66 PRODUCT ACCEPTANCE	N/A	In this section Authorized Users have 60 days to accept Software products, which may not conform to the OEM's return policy. This would require the Reseller to accept returns after the OEM's period and may put the Reseller at risk and increase costs for the Reseller. Would the state consider clarifying this section to state that the reseller's requirement for returns be limited to passing through the OEM's return policy?	OGS respectfully declines to make the requested change. Such licensing terms may be submitted in response to an Authorized User's RFQ for the Authorized User's consideration in accordance with and subject to Appendix B, § 28.
91		65 SOFTWARE LICENSE GRANT	N/A	License - Reseller is required to license software, and conform to specific license language, which Reseller can't comply with. In almost all cases the OEM licenses software directly to the State, on the basis of their standard license agreement. Would OGS consider clarifying that the Reseller's requirement for licenses be limited to passing through the OEM license?	OGS respectfully declines to make the requested change. Such licensing terms may be submitted in response to an Authorized User's RFQ for the Authorized User's consideration in accordance with and subject to Appendix B, § 28.

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
92		59 WARRANTIES	N/A	Would OGS consider clarifying that the warranty be limited to the Reseller passing through the OEM's warranty?	OGS respectfully declines to make the requested change. Such licensing terms may be submitted in response to an Authorized User's RFQ for the Authorized User's consideration in accordance with and subject to Appendix B, § 28.
93		ATTACHMENT 5 - INSURANCE	N/A	If the Vendor has an existing Umbrella contract with OGS, would OGS consider utilizing the Insurance provisions agreed upon with that Award for this contract?	No, OGS respectfully declines to make the requested change. All insurance requirements must be met as stated in Attachment 5.
94		N/A	N/A	Would OGS agree to add the following export compliance provision? "The State or Authorized User may not export out of the United States any deliverable (which may include hardware or software) or technical information provided by Vendor in performing the services under this Contract without obtaining any license or consent that may be required under any export control law or regulation that is applicable to the State or Authorized User (including without limitation the export control laws and regulations of the United States of America)."	OGS respectfully declines to make the requested change. Refer to Appendix B §65i <b>“Restricted Use by Licensee</b> Except as expressly authorized by the terms of license, Licensee shall not: <ul style="list-style-type: none"> <li>(i) Copy the Product;</li> <li>(ii) Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;</li> <li>(iii) Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.</li> </ul>
95		3.19 - Prohibited List	19	The prohibited manufacturer list is not a static list. 1.How frequently is it updated? 2.If a manufacturer named in our response is added to the prohibited list post award, what is the process for removing that manufacturer from our contract?	1) The Prohibited Lists will be regularly updated to reflect changes in contractor status. 2) OGS Procurement Services will remove Manufacturers from Contract Pricing when appropriate. There is no action required on the Contractor's part.
96		6.3 - Obtaining Quotes	25	To allow for variances in the quoting process, would OGS consider modifying the requirement of obtaining quotes from within four (4) business hours to within one (1) business day?	No, OGS respectfully declines to make the requested change. The requirement for issuing quotes with 4 business hours applies to Products within the Contractor's catalog
97				As cost change from our manufacturers will the state have a process to update the pricing throughout the term of this contract?	Refer to RFP Section 5.2.2 “Cost Evaluation” The Cost-Plus percentages bid will NOT increase over the life of the Contract. The Cost-Minus percentages bid will NOT decrease



<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
					<p>over the life of the Contract. The Cost-Plus or Cost-Minus bid for Products will also apply to maintenance provided for the Products.</p> <p>Purchases by Authorized Users from the resulting Contracts will be made by means of a competitive RFQ. Please see RFP Section 1.2 "Scope"</p>
98		1	8	<p>Under the title EXCLUDED ITEMS, RFP 22876 states "Distributor cannot sell any Products of a Manufacturer that holds an OGS Contract for the sale of the Manufacturer's Products." Question: If a manufacturer sells 20 products and for the first 10 products holds a contract with OGS but does not hold a contract with OGS for the second 10 products can a distributor submit a proposal for and subsequently receive a contract for the sale of the second 10 products (i.e. those products for which the manufacturer does not have an OGS contract) under this solicitation?</p>	<p>Please refer to the amendments to RFP Section 3.19, Prohibited Lists.</p>
99		1	8	<p>Under Excluded Items in the subject RFP OGS states "Distributor cannot sell any Products of a Manufacturer that holds an OGS Contract for the sale of the Manufacturer's Products." If a manufacturer has products that are not part of an existing OGS contract can a distributor sell those products that are not part of an existing OGS contract?</p>	<p>No, If Manufacturer holds an OGS contract the Manufacturer's Products cannot be sold under any resulting Contract from Solicitation 22876.</p>
100		5.2.1.3	22	<p>Given the relatively short timeframe for the bid response and the fact that any new authorization template may have to go through a longer process to get approved by each manufacturer, will the state accept signed letters of authorization on manufacturer letterhead that we already have on file?</p>	<p>Currently effective Authorization letters containing the information required in the Authorization Letter template located in Attachment 1, Bidder Questionnaire, will be accepted. Please see amendments to RFP Section 5.2.1.3.</p>
101		5.2.1.3	22	<p>Given the potentially large number of authorization letters that could be submitted with a response (totals</p>	<p>Electronic copies of authorization letters will be accepted.</p>

<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
				could easily reach in the hundreds), will OGS allow for letters of authorization to be submitted on USB?	
102		5.2.1.3	22	Coordinating the delivery of original Letters of Authorization on the template provided with such a tight timeline is also a concern, given the large number of manufacturers who could potentially be part of both the hardware and software lots of this RFP. Would the state accept a printed scan of the original for the submission, with the original to follow if our company is awarded a contract?	Electronic copies and printed scans of authorization letters will be accepted.
103		Appendix B	8, 9, 16	Some manufacturers have strict return/cancellation policies that are not in line with the return/cancellation policies and product acceptance periods outlined in Appendix B. In those cases, can the reseller flow down the manufacturer return/cancellation policy to the requesting entity on quotes and orders?	OGS respectfully declines to make the requested change. Such licensing terms may be submitted in response to an Authorized User's RFQ for the Authorized User's consideration in accordance with and subject to Appendix B, § 28.
104		Attachment 4		Is setting a lower dollar value than \$85,000 for purchasing card orders considered in the evaluation of bidders and would it have any impact on the bid award decision?	No, this is not an evaluated component.
105		7.2	28	<p>1) Regarding the "Government Contract Dollar Values," can the state provide more clarity on the information that will be accepted for review?</p> <p>2) For example, can this be any statewide or national cooperative public sector contract?</p> <p>3) How does the state define value? Are you looking for an average annual revenue amount, if the contract is current, or the total value from the full life of a given contract, if the contract is recently expired and completed?</p> <p>4) Would it be more advantageous for a respondent to choose a shorter contract with a higher yearly volume, or one with less activity that was in place for a longer period of time, if the latter had a greater value over the life of the contract?</p>	<p>1) Refer to RFP Section 7.2 "Technical Proposal Requirements".</p> <p>2) Refer to RFP Section 7.2 "Technical Proposal Requirements".</p> <p>3) The dollar value would be the total value over the life of the contract. Contracts must have been awarded to the Bidder within the last 5 years. The dollar value would be the total value over the life of the contract. Contracts must have been awarded to the Bidder within the last 5 years.</p> <p>4) See RFP Section 7.2 "Technical Proposal Requirements": "Bidders are encouraged to submit the three governmental contracts with the highest dollar value because points are awarded for the total value of the governmental contracts submitted."</p>

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
106		5.2.2 - Cost Evaluation	23	<p>Can the state clarify the method of pricing that the reseller should provide? To evaluate bids, we assume that the state is looking to compare what the resellers are offering based on their cost, whether adding a % to their cost, or subtracting a % from their cost. The example given for the cost-plus affirms that model, but the example given for the cost-minus seems to indicate a discount off of list price:</p> <p>“For example, a Product has a list price for government agencies of \$1,000. If the Bidder has a Cost-Minus percentage of 5%, the cost is calculated by multiplying (1 – cost minus %) * cost to Bidder – in this example, 95% of \$1,000 or \$950.”</p>	No, The Cost Plus and Cost Minus percentages will not be applied to Manufacturer's list price. The Cost Plus and Cost Minus percentages will be applied to a Bidder's actual cost from a Manufacturer.
107		5.2.2	23	<p>If both a cost-plus and a discount off list model are being accepted, how does the State intend to evaluate bidders who provide different cost structures?</p>	The Cost Plus and Cost Minus percentages will not be applied to Manufacturer's list price. The Cost Plus and Cost Minus percentages will be applied to a Bidder's actual cost from a Manufacturer. The RFP calls for all Bidders to utilize the same cost/bidding structure.
108		1.8	8	<p>1) Solicitation 22876 MWBE Interest: Is it expected that the bidder include specific Forms MWBE 100) as part of the Financial proposal (Page 30, section E.) for those MWBE's that wish to participate with bidder response immediately?</p> <p>2) Would their commitment and immediate participation with the bidder influence “desirable characteristics” within the RFP section 5.2 “ evaluation components” listed on page 21?</p>	<p>1) Yes see RFP Section 7.3 “Financial Proposal Requirements”</p> <p>2) See RFP Section 5.2 “Evaluation Components” specifically subsections 5.2.1.4 “Desirable Characteristics” and 5.2.1.5 “Diversity Practices”</p>
109		Attachment 4	Submission Checklist	<p>The checklist includes Attachment 5 - Insurance Requirements and Attachment 6 - How to Use Distributor Model Contract as part of the submission requirements. After review, both of these documents appear to be informative and do not require a signature or response from vendors. Can OGS confirm expectations of resellers as it relates to including these in our final response?</p>	<p>Pertaining to Attachment 5 - Insurance Requirements, proof of insurance coverage is required. Pertaining to Attachment 6 - How to Use Distributor Umbrella Contract, this document is provided for informational purposes.</p>

Responses					
#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
110		Prohibited List		<i>Manufacturer X</i> Support is listed on the “prohibited list,” but there is no indication of <i>Manufacturer X</i> software and licensing. Is the state looking for <i>Manufacturer X</i> to be included on the pricing market basket for software or are all of their products prohibited?	The Prohibited Lists will be regularly updated to reflect changes in contractor status. Prior to Contract execution, the Prohibited Lists will be reviewed and any necessary updates will be made. Please refer to the amendments to RFP Section 3.19, Prohibited Lists.
111		Attachments 2&3	Tabs 2&3	1.Can the state provide any additional detail on what will differentiate manufacturers that the reseller lists on Category 2 from those that will fall under the markup indicated on Category 3 for both the hardware and software market baskets? 2. Should the bidder limit the list under Category 2 to just those rows that are highlighted, or would more be allowable?	1) A Bidder can list a specific Cost Plus or Cost Minus percentage for a Manufacturer under Pricing Category 2. Pricing Category 3 is a blended percentage that will apply to all Manufacturers not listed in Pricing Categories 1 and 2. 2) In Pricing Category 2, a Bidder can list bids for as many Manufacturers as Bidder chooses and these bids can be specific per Manufacturer.
112		5.2.1.2	22	It is stated that the government entity will determine the contract values that are provided. Since many contracts are shared by multiple companies, we assume that the state is looking for only the amount that the individual bidder is responsible for on that contract, and not the full amount of the contract as a whole. Can you confirm?	Yes, only contract values that a Bidder is responsible for can be listed.
113		7.2	28	Regarding the stipulation that the contract needs to have been awarded in the past 5 years, some statewide contracts have existed for longer than that period. Would the state consider accepting those for this requirement, if only data from the past 5 years was utilized?	Contracts must have been awarded in the past five years.
114		5.2.1.2	22	The bid indicates that responsiveness from the references can be a disqualifier, if no response is received within 5 days. Since this is such a crucial component, can the state inform the bidder if no response is received by the end of the 4th day, so we can reach out to the reference to see if there is any issue or circumstance where the reference might be	See amendments to RFP Section 5.2.1.2 "Governmental Contract Dollar Values": A signed letter from a reference will be accepted to confirm Contract dollar values, which will allow a Bidder to secure a reference response before proposal submission.

<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
				unable to respond (such as personal time off or working at another location that week)? Along those lines, can we submit a backup contact for each contract, in case of absence?	OGS reserves the right to contact Bidders to inform if references have not responded after initial attempt to contact the reference.  A backup reference contact can also be listed.
115		5.2	21	The overall scoring for this response has 75% tied to the cost response. Can OGS elaborate what the metrics will be used measuring cost?	See RFP Section 5 "Method of Award" for details.
116		Terms and Conditions		Will OGS allow exceptions to some of the terms specifically as they relate to a distributor versus a manufacturer such as warranty and ideminification?	Please refer to Appendix B, section 8, as amended and RFP Section 9.6, Inquiries and Proposed Solicitation Deviations.
117		Terms and Conditions		As third party product protections, including warranty and indemnifications, are provided to the State directly under the applicable manufacturer agreements, would the State offer some leniency in considering exceptions to these requirements under Appendix B General Specifications?	Please refer to Appendix B, section 8, as amended and RFP Section 9.6, Inquiries and Proposed Solicitation Deviations.
118		Appendix B	63	Is the State open to a counter offer on the Limitation of Liability – Appendix B General Specifications, Section 63?	Pursuant to RFP Section 9.6 "Inquiries And Proposed Solicitation Deviations": "Vendors are advised that OGS will not entertain any exceptions or deviations to Appendix A (New York State Standard Clauses). OGS will also not entertain exceptions or deviations to the Solicitation or Appendix B (General Specifications) that are of a material and substantive nature."
119		3.19	19	Would the State please clarify this clause? If a Manufacturer is listed on the prohibited list, but does not currently have an award for items within the scope of this bid; is the Manufacturer still prohibited?	The Prohibited Lists will be regularly updated to reflect changes in contractor status. Prior to Contract execution, the Prohibited Lists will be reviewed and any necessary updates will be made. Please refer to the amendments to RFP Section 3.19, Prohibited Lists.
120		Market Basket Pricing	Attachments 2 and 3	Will New York OGS consider accepting, and incorporating into the Contract, contractor's GSA schedule prices?	Contract pricing must be represented as Cost Plus or Cost Minus percentages.

<b>Responses</b>					
<b>#</b>	<b>Solicitation Document Name</b>	<b>Document Section (Name or Number)</b>	<b>Page Number</b>	<b>Comment / Question / Bid Deviation</b>	<b>Draft Response</b>
121		Section 1.3		Can you outline which contracts may be replaced by this solicitation?	Please see RFP Section 1.2 “Scope”, for a listing of Contracts.
122		Section 1.2 Scope		For those manufacturers that are listed on the excluded list, is it safe to assume that their existing contracts will not be effected by this solicitation?	No, a number of contracts may be phased out in the near future. The Prohibited lists will be regularly updated to reflect changes in contractor status.
123		Excluded Items 1.5	8	What is the reasoning for excludng Cloud products as part of this RFP?	OGS respectfully declines to respond.
124		Excluded Items 1.5	8	In the manufacturer umbrella RFP you had the options Services, Hardware, Software and Cloud as potential umbrella awards. Why isn't OGS approaching this RFP with the same options?	OGS respectfully declines to respond.
125		Excluded Items 1.5	8	Is OGS planning to release another version of a Distributor RFP for Cloud offerings?	OGS is not planning to release another version of a Distributor RFP.
126		Excluded Items 1.5	8	When will OGS issue the manufacturer umbrella contract again?	OGS respectfully declines to respond.
127				Does this mean that my CTES contract will run it's course and still be valid until 3/17/24?	Refer to RFP Section 1.3 “Replacement Of Existing Statewide Contracts”
128				We are a reseller for Manufacturer X (and many other software publishers) can we bid them, as they are not on the prohibited list - even though we are NOT a manufacturer, but we ARE an authorized agent?	If Manufacturers are not listed on the Prohibited Lists or in Pricing Category 1, the Manufacturers can be bid in Pricing Category 2. Please see the RFP Glossary and the definition for Distributor which is as follows: "A company or individual (merchant) that purchases a large volume of IT Hardware and Software Products from multiple manufacturers or other Distributors/resellers with the intention of selling them rather than consuming or using them. Also known as large account value added reseller (VAR), channel partner or dealer."
129				Is the IT Umbrella Contract Disti Based SW & HW contract only meant for distributors or can a reseller be eligible to apply	Please see the RFP Section 1.15 “Definitions” Distributor which is as follows: “A company or individual (merchant) that purchases a large

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#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Draft Response
					volume of IT Hardware and Software Products from multiple manufacturers or other Distributors/resellers with the intention of selling them rather than consuming or using them. Also known as large account value added reseller (VAR), channel partner or dealer.”
130				is this for manufacturer items which are not already on the NY OGS IT Umbrella Contract and for NY OGS Contracts about to expire?	Yes, this Solicitation will cover Manufacturer items which are not already on the Manufacturer Umbrella Contract and will cover items under Contracts that expire. Refer to RFP Section 1.3 “Replacement Of Existing Statewide Contracts”
131				Is the State going to reissue a Power Protection Equipment contract/RFP or if this is now going to be under the Distributor IT Umbrella contract?	Power Protection Equipment can be proposed in Pricing Category 2 in Attachments 2 and 3.
132		1	8	Looking at the Key Event dates we are a little unsure of what needs to be sent to you as of 9/1/2016. We are currently trying to get set up to be able to take NYS Contracts and were referred to this website to process the paperwork. Could you please tell me if this is correct because I was first told that the paperwork had to be in by 9/1/2016 but when I look at the event dates it looks like we have until September 20 to get this in to you?	Only questions/inquiries were due by 9/1/16. See RFP Section 9.6 “Inquiries And Proposed Solicitation Deviations”
133		7	27	When looking at the proposal requirements I want to make sure that everything listed for 1. Administrative, 2. Technical & 3. Financial must be enclosed and can it all be emailed?	Please see RFP Section 8 “Format and Content of Bid Submittal”. Two Hard copies of the proposal are required and two USB flash drives.
134				As stipulated in the RFP 22876, please find attached our OSC substitute W-9 form. Please advise if anything else is need from <i>Distributor X</i> to get a Vendor ID issued	Submission of the OSC Substitute W-9 Form is all that is required to initiate the Vendor ID process.
135				Is this the only RFP process that will be available to add our solutions to an Umbrella contract or will there be a separate RFP to vendors directly that precludes distribution?	OGS respectfully declines to respond.



Responses					
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136				Once Contract is awarded will <i>Distributor X</i> have the ability to add additional vendors throughout the term of this contract?	Contractor would not need to add Manufacturers as any Manufacturers Products can be covered by pricing category 3 if solicited by Authorized User after award.
137		6.6 Returned Of Unused Products	page 25	During certain projects end users will ask for "Custom Parts" to be built and due to their nature become NCNR (Non-Cancellable Non-Returnable) if this is notated upfront on the quote will the state recognize that these parts can't be returned?	Pursuant to RFP Section 6.6 "Return of Unused Product", Contractor must allow unopened Product to be returned with no restocking fee up to 30 calendar days from the date of receipt
138		RFP 1.1	7	Are resellers of manufactured IT software and hardware products eligible to respond to RFP 22876?	Please see the RFP Section 1.15 "Definitions" the definition for Distributor which is as follows: "A company or individual (merchant) that purchases a large volume of IT Hardware and Software Products from multiple manufacturers or other Distributors/resellers with the intention of selling them rather than consuming or using them. Also known as large account value added reseller (VAR), channel partner or dealer."
139		RFP 1.5	8	Will this contract replace the reseller-held PT64255 contract?	Refer to RFP Section 1.3 "Replacement Of Existing Statewide Contracts"