

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
1	Solicitation	2	16-19	Vendor X's existing agreement with New York State is under Group 77017 Award 20268 for the delivery of cloud based and managed services. Scope of the Bid Solicitation 23100 explicitly excludes the service types that Vendor X provides the State. Can you please advise how Vendor X can pursue renewal of our existing contract with the State given these services are not in scope of this solicitation?	As per Solicitation Section 1.1 - Introduction, the new Centralized Contracts, awarded under this Solicitation, will have a Scope that differs from the current Centralized Contracts under Award Number 20268. As per Solicitation Section 2.4 - Products and Services Excluded from Scope, Cloud Products are available for purchase under OGS's Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802).
2	Solicitation	2	16-19	Following our question above, can the State advise how a vendor can transition its existing contract under Award 20268 (for Cloud Products) to Award 22802?	Please refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)
3	Solicitation	1.6	10	Due to the complexity of Solicitation 23100, Bidder respectfully requests NYS OGS to extend the due date of the Bidder Questions from 5PM EST April 1, 2019 for an additional 2 weeks.	OGS respectfully declines to make the requested change. As per Solicitation Section 1.6 - Key Events/Dates, Submission of Bidder follow-up questions are due on May 1, 2019 at 1:00 PM ET.
4				Is access pricing separate from port pricing?	OGS does not understand your question. Please clarify the question with the applicable Solicitation Section(s) in the second inquiry period.
5				What increments (MBs) do you want to see?	Please clarify the question with the applicable Solicitation Section(s) in the second inquiry period.
6				Do you want to see pricing for routers/equipment for the Data Connections?	As per revised Solicitation Section 2.4 - Products and Services Excluded From Scope, leasing or renting of Hardware, Equipment, or Devices; and all Hardware, Equipment, or Devices, except Accessory Devices, Subsidized Devices, or Unsubsidized Devices sold through Lot 3 - Mobile Communication Connectivity Service are expressly excluded from the Scope of this Solicitation.
7				All pricing is not to exceed correct?	As per revised Solicitation Section 7.5.1 - Not to Exceed, The prices shown on the OGS Centralized Contract must be not to exceed prices.
8				Although this is a 5yr contract, the end user sees this as a month to month correct?	Please clarify the question with reference to the applicable Solicitation Section(s) in the second inquiry period.
9				How will special construction charges be handled? One time charge to user? Also not to exceed?	As per Solicitation Section 3.2.5.8 - Physical Service Connection Charge, this Physical Service Connection Charge shall be a one-time only charge that covers the initial installation or physical upgrade of the Telecommunication Connectivity Service from the Telecommunication Provider's Network to the Authorized User's Demarcation Point. The price for the Physical Service Connection Charge shall be entered as a price per foot via Attachment 2 - Pricing. The price for the Physical Service Connection Charge shall not include Equipment, or Hardware, or both. The price for the Physical Service Connection Charge shall not be payable by using an amortization schedule. As per revised Solicitation Section 7.5.1 - Not to Exceed, the prices shown on the OGS Centralized Contract must be not to exceed prices. As per revised Attachment 2 - Pricing in the Pricing - Lot 1 Voice and Pricing - Lot 2 Data tabs, OGS has included examples of how Bidder may enter proposed pricing for Physical Service Connection Charges. If this response does not adequately answer your question, please clarify the question with reference to the applicable Solicitation Section(s) in the second inquiry period.

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10	Solicitation	2	16	The solicitation specifies: "Telecommunications Provider shall Not offer cloud based products through resultant contract." Does this mean that hosted telephone services (VoIP) are specifically excluded?	Yes, hosted VoIP services are excluded from the Scope of this Solicitation. For information regarding hosted services, please refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)
11	Solicitation	1.6	10	Requesting the Bid opening date be postponed at least one month to June 22nd	OGS respectfully declines to make the requested change. As per Solicitation Section 1.6 - Key Events/Dates, Bid Opening/Due Date for Bidder Submissions is May 22, 2019 at 11:00 AM ET.
12	Attachment 7	1.3	1	This link does not appear to be functioning. Unable to open the document. https://www.ogs.ny.gov/purchase/snt/awardnotes/XXXXXXXX7701723100ContractorPage.pdf	Attachment 7 is a sample document. Therefore, the specified weblink has not been established because there have not been any Contracts awarded under Solicitation 23100.
13	Solicitation	3.2.12	29	Does an Offeror who does not intend to subcontract any work under the Solicitation have any EEO obligations under Solicitation Section 3.2.12 beyond those set forth in its own written EEO policies?	Yes. Bidders shall provide all of the required documents as per Solicitation Section 3.2 - Bidder Requirements.
14	Solicitation	3.2.12	30	Is the MWBE EEO Staffing Plan form identified at Solicitation Section 4.2.1(h) required, given the OGS findings in Solicitation Section 3.2.12 (IV)?	Yes. As per Solicitation Section 3.2.11 - MWBE EEO - 100, the Bidder shall also include the completed and signed Forms EEO 100 - Staffing Plan as part of their Bid Submission. Form EEO 100 - Staffing Plan is available via https://ogs.ny.gov/mwbe/Forms.asp .
15	Appendix B - General Specifications (April 2016)	25	8	Should the utilization of a Centralized Contract result in a change in prices and/or available services because of the location of the utilizing Agency, will Contractor be eligible for a Modification to account for such additional Contractor costs?	Yes. As per Solicitation Section 7.6 - OGS Centralized Contract Modification Procedures (Contract Updates), an Authorized User, or the Contractor may suggest modifications to the Centralized Contract. These modifications must be made pursuant to Appendix B, Modification of Contract Terms, and Appendix C - Contract Modification Procedure. As per Appendix C Sections 1.1 - Simple Updates, 1.2 - Complex Updates, 2.1 Submission of Modification/Update Requests, 2.2 - Simple Updates - Required Updated Forms and Additional Information, and 2.3 - Complex Updates - Required Updated Forms and Additional Information, Contractors are permitted to modify/update their awarded Contract.
16	Attachment 2 - Pricing			Are the SKUs provided from an existing or current contract?	As per Solicitation Section 3.2.5 - Proposed Pricelist, a SKU Number is to be provided by the Bidder for every Service on Attachment 2 - Pricing and for all future offerings. Each SKU must be unique. SKUs may be the equal to the Service's Name. SKUs must be included in the "SKU Number" Column on Attachment 2 - Pricing. (Emphasis added) As per Solicitation Section 3.2.6 - Reasonableness of Price, to determine reasonableness of price for a Service, OGS will compare the price of the SKU listed on Attachment 2 - Pricing with the price of the same SKU (handwritten or otherwise) found on one of the acceptable forms of documentation listed in Section 3.2.6.1 below. The price of the SKU listed on Attachment 2 - Pricing must be equal to or less than the price of the same SKU (handwritten or otherwise) as found on documentation.
17	Attachment 2 - Pricing			Will there be a full list of SKUs provided?	As per Solicitation Section 3.2.5 - Proposed Pricelist, a SKU Number is to be provided by the Bidder for every Service on Attachment 2 - Pricing and for all future offerings. Each SKU must be unique. SKUs may be the equal to the Service's Name. SKUs must be included in the "SKU Number" Column on Attachment 2 - Pricing. (Emphasis added)

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18	General			Are Contractors able to bid on specific services out of each Lot or does it have to be the whole Lot?	Bidders may submit pricing for any number of Services that would fit within the Scope of the specific Lot being bid on. As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services.
19	Solicitation	6.36.3	49	Response and Repair Times for Service Issues: Availability Service Level Agreements are measured against cumulative downtime in a calendar month, which in our experience is a more effective way of driving performance and supplier behavior, than a simple Mean Time to Respond or Repair (MTTR). Would OGS be acceptable to Availability Service Level Agreements as opposed to response and repair times?	Yes, if agreed to in an Authorized User Agreement. Please refer to Solicitation Section 6.36.3 -Response and Repair Times for Service Issues: <u>"Unless otherwise agreed to in the Authorized User Agreement,</u> the Contractor shall respond to Service issues and repair such issues in accordance with the time frames listed in the [accompanying] table". (Emphasis added)
20	Solicitation	7.7.1	52	Ordering: We like to revise the last sentence to read, "Purchase Orders submitted shall be deemed received by Contractor on the date submitted with all correct information provided.	OGS respectfully declines to make the requested change.
21	Solicitation	7.7.3	54	Failure to Commence Service on Due Date. We take exception and propose that the calculation of uptime begin at the time the Authorized User accepts the service as opposed to the time the service has been obligated to be initiated. Vendor X will deliver written or electronic notice (a "Connection Notice") to Authorized User when Service is installed, at which time billing will commence.	OGS respectfully declines to make the requested change.
22	Solicitation	7.7.4	54	Disconnect Orders. We take exception and propose Authorized Users provide thirty (30) day notice for all disconnects. Authorized User will then receive a confirmation of the disconnect request. Once Authorized User confirms back, the order will be processed for disconnect. An e-mail will be sent reflecting order numbers and due dates. Billing for disconnected services will cease when the balance for services is zero (\$0.00).	As per revised Solicitation Section 7.7.4 - Disconnect Orders, [t]he Authorized Users shall not be responsible for any charges incurred more than thirty (30) days after the disconnect order request is placed confirmed with by the Contractor.
23	Solicitation	7.8.8	55	Invoicing. We take exception and propose late payment fees with Past due amounts bearing interest at 1.5% per month or the highest rate allowed by law (whichever is less).	OGS respectfully declines to make the requested change. Please refer to Appendix B, Section 47 - Prompt Payments.
24	Solicitation	7.8.15	56	Incorrect Invoices. We take exception and propose the following: If Authorized User reasonably disputes an invoice, Authorized User must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Vendor X determines in good faith that a disputed charge was billed correctly, Authorized User must pay such amounts within 10 days after Vendor X provides notice of such determination. Authorized User may not offset disputed amounts from one invoice against payments due on the same or another account. Future payments will still be required.	OGS respectfully declines to make the requested change.
25	Solicitation	7.9.3	57	Disputed Charges: If Authorized User reasonably disputes an invoice, Authorized User must pay the undisputed amount and submit written notice of the disputed amount (with details of the nature of the dispute and the Services and invoice(s) disputed). Disputes must be submitted in writing within 90 days from the date of the invoice. If Vendor X determines in good faith that a disputed charge was billed correctly, Authorized User must pay such amounts within 10 days after Vendor X provides notice of such determination. Authorized User may not offset disputed amounts from one invoice against payments due on the same or another account. Future payments will still be required.	OGS respectfully declines to make the requested change.
26	Solicitation	7.11.7	60	Time to Return Phone Calls or Respond to Emails. We take exception and propose the following: Contractor must return phone calls or respond to emails within a maximum of four (4) hours for high priority matters. If Authorized User reaches an out of office message, the Authorized User will contact the person designated.	OGS respectfully declines to make the requested change.

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27	Solicitation	7.22.3	65	<p>Fraud Control: We monitor and take measures to protect the network from fraudulent abuse and unauthorized access. If we observe a suspicious calling pattern, our Fraud Management department makes a reasonable attempt to alert the customer to the suspicious activity. We reserve the right to take any actions necessary to protect our network which can include blocking traffic to/from Authorized Users' services depending on the severity of the activity and/or the speed of response by which the Authorized User responds to the Fraud Management teams alert. We do take exception and propose that Authorized User is responsible for all charges regarding the Service, even if incurred as the result of unauthorized use. We do have security measures in place for the prevention of unauthorized access.</p>	<p>OGS respectfully declines to make the requested change.</p>
28	Solicitation	8.3	70	<p>Service Changes: In regards to, "the Contractor must allow for Network changes in the future at no additional cost to the Authorized User." We would like to propose the following: For minor changes such as bandwidth allocation there will be no charge. However, major changes such as customer premise relocation, or a change in demarcation point may entail a complete redesign, disconnection, and/or reinstallation of contracted service and may incur additional costs.</p>	<p>OGS Respectfully declines to make the requested change.</p> <p>However, as per Revised Solicitation Section 8.3 - Service Changes, the Contractor must not charge the Authorized User a fee for submitting a Service change request.</p>
29	Solicitation	1.6	1	<p>Given the complex nature of this procurement, Bidder is requesting, respectfully, that the due date be extended approximately 60 days?</p>	<p>OGS respectfully declines to make the requested change.</p>
30	Solicitation	1.8 and 8.1.2	10 and 68	<p>1. It does not appear that Bidder can include in its response the inclusion of Bidder's applicable service schedules for the services described in the RFP as such service schedules might be deemed extraneous terms. Can OGS please clarify if this is an accurate assumption?</p> <p>2. If so, can you please clarify if Bidder can include additional contractor terms and conditions that may be applicable to Authorized Users (i.e.; Contractor's end user software license terms, warranty policy and maintenance terms, and service descriptions) in Bidder's response to an Authorized User RFQ?</p> <p>3. Can OGS please clarify whether or how selected additional commercial product use terms would be incorporated into the final Contract with OGS or an Authorized User?</p>	<p>1. OGS cannot comment on your request for clarification, as it requires OGS to assume knowledge about Bidder's service schedules.</p> <p>As per Solicitation Section 1.8 - Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.</p> <p>2. As per Solicitation Section 8.1.2 - Competitive RFQ, if requested by an Authorized User, Contractors must submit any proposed Service Level Agreements (SLA) or similar additional terms and conditions as part of their Quote to be evaluated by the Authorized User.</p> <p>3a. Bidder's additional commercial product use terms will not be incorporated into the final Contract with OGS. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract.</p> <p>3b. As per Solicitation Section 8.1.2 - Competitive RFQ, if requested by an Authorized User, Contractors must submit any proposed Service Level Agreements (SLA) or similar additional terms and conditions as part of their Quote to be evaluated by the Authorized User. As per Solicitation Section 7.3 - Conflict of Terms, conflicts among the documents in the resulting Contract shall be resolved according to Section 7.3.</p> <p>If this response does not adequately answer your question, please clarify the question with reference to the applicable Solicitation Section(s) in the second inquiry period.</p>

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31	Solicitation	1.8	10	If Bidder includes clarifications or exceptions with its bid, will OGS reject that Bidder's bid or ignore such clarifications and award a bid as if they are not included, or will OGS allow the Bidder an opportunity to withdraw its proposal prior to an "award" of the contract?	<p>OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid.</p> <p>As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract.</p> <p>As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.</p> <p>Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.</p>
32	Solicitation	7.8	54	(1) If a parent company has multiple subsidiaries with distinct Federal Identification Numbers (FID), can the parent company use the subsidiaries to provide the individual services under the contract awarded to the parent company? (2) If a subsidiary with a different FID than the parent company provides services to an Authorized User, can the purchase orders be issued to and invoices received or payments made be in the name of the subsidiary? (3) Will OGS consider a bid response from two or more subsidiaries as a co-prime response?	<p>1. Yes. As per revised Solicitation Section 7.11.5 - Performance of Services, Contractor may utilize a company who has an ownership relationship with Contractor such as a parent company, subsidiary, predecessor entity, or other similarly related entity to provide Services according to the terms and conditions of the resulting Contract and any Authorized User Agreement.</p> <p>2. No. As per revised Solicitation Section 7.11.5 - Performance of Services, Contractor must directly receive all orders and payments from Authorized Users. Contractor must directly send all invoices to Authorized Users. Contractors must not authorize related companies to accept orders, send invoices, or receive payment from Authorized Users, or do any combination of the three.</p> <p>3. OGS will not accept Bids from joint ventures or "co-prime responses." However, as per Solicitation Section 3 - Bidder Requirements and Qualifications, Bidder may rely on operations of a company who has an ownership relationship with the Bidder such as a parent company, subsidiary, predecessor entity, or other similarly related entity for purposes of satisfying the requirements of this Solicitation. If Bidder is relying on the operations of a related company, they are required to provide a full explanation describing such ownership relationship and how it satisfies the requirements. OGS will determine if the relationship between the related entity and Bidder is sufficient as well as if the related entity's experience satisfies the requirements of this Solicitation. OGS reserves the right to ask for additional information, require a Contract performance guarantee or other assurances from such other entities or the Bidder.</p>
33	Solicitation	1.7	10	Is there a process other than this one time question and response period for potential bidders to seek clarification or identify exceptions? There are instances when the State's response to questions may raise further questions. Can OGS please clarify if there will be additional opportunity to seek clarification or indicate exceptions?	As per Solicitation Section 1.6 - Key Events/Dates, Submission of Bidder follow-up questions are due on May 1, 2019 at 5:00 PM ET.

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34	Solicitation	3.2.3	23	Bidder can agree to this provision provided that in the event any NY legislative action invalidates Executive Order 175 or any effective judicial determination that Executive Order No. 175 is preempted by federal law or otherwise unlawful, then the net neutrality requirement shall be unenforceable with other effect on the Contract's validity.	OGS respectfully declines to remove or revise Solicitation Section 3.2.3 - Net Neutrality.
35	Solicitation	7.3	50	Will OGS be willing to change the conflict of terms as follows: (1) Appendix A, Standard of Clauses for New York State Contracts (January 2014); (2) Contract and other writing(s) setting forth the final agreements, clarifications and terms between the Bid Documents and Contractor's Bid; (3) Bid Documents (other than Appendix A); (4) Bid Specifications prepared by the Authorized User; (5) Appendix B (General Specifications); (6) Incorporated Contract Appendices, if any, following the order of precedence as stated for Contract above; (7) Contractor's Bid; and (8) Unincorporated Appendices (if any)?	OGS respectfully declines to make the requested change.
36	Solicitation	7.22.4	66	Bidder can agree to this provision provided OGS provides a list of such NYS ITS Policies and Bidder has an opportunity to review such policies to ensure compliance.	As per revised Solicitation Section 7.22.4, Contractor must be aware of the following NYS ITS Policies as applicable to each Service and Authorized User. If this response does not adequately address your question, please submit a supplemental question in the second inquiry period.
37	Appendix B - General Specifications (April 2016)	Entire Document		There are several onerous terms in Appendix B which major vendors cannot comply as written. In its bid response, Bidder proposes to take certain exceptions to Appendix B, including but not limited to the following clauses: Confidential/Trade Secret Materials (Sec. 6 -); Modification of Contract Terms (Sec. 26); Purchase Orders (Sec. 30); Product Delivery (Sec. 31); Shipping (Sec 33); Title and Risk of Loss (Sec 34); Rejected Product (Sec. 51); Employees, Subcontractors and Agents (Sec. 39); Assignment (Sec. 40); Subcontractors and Supplies (Sec. 41); Savings/Force Majeure (Sec. 44); Default (Sec. 46); Remedies for Breach (Sec. 48); Security (Sec. 52 - Vendor cannot agree to comply with all security procedures of Authorized Users unless we have had a chance to review and agree to such provisions); Warranties (Sec. 54); Software License Grant (Sec. 68); Product Acceptance (Sec. 61); and Ownership/Title to Project Deliverables (Sec. 64). Per Section 4.11 of the Solicitation, Bidder assumes OGS is willing to negotiate with Bidder a mutually acceptable agreement and will clarify what qualifies as changes that are deemed material/substantive. May Bidder identify exceptions to Appendix B in its bid submission? If so, in which format would OGS like to receive such exceptions?	OGS respectfully declines to make the requested change. Bidder is incorrect in its assumption that OGS will be negotiating with bidders over the terms and conditions in the solicitation documents. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract. As per Solicitation Section 1.8 - Bid Deviations, As set forth in Section 1.7 - Bidder Questions, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid. Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.
38	Attachment 3 - Insurance Requirements	Entire Document		Bidder can generally comply with the insurance requirements of this section, however Bidder's Risk Management Department will likely propose certain exceptions with an assumption that OGS's acceptance of the form of the policies not be unreasonably withheld. Bidder may propose certain changes to the types and amount of coverage; that the primary insurance and the naming of New York as an additional insured applies to Bidder's fault or negligence and that in light of naming New York as an additional insured that the right of subrogation be removed from the agreement; and Bidder cannot guarantee 30 days advance notice of cancellation. Will OGS agree to accept a certificate of insurance at bid submission for proof of Worker's Compensation Coverage Requirements?	No. OGS respectfully declines this request.

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39	Solicitation	4.2.1 and 4.2.2	33 and 34	Can the bidder deem their Insurance Policy Confidential and not subject to any Public Record request?	OGS respectfully declines to make the requested confirmation. All Bid Submission documents are subject to disclosure under the Freedom of Information Law (FOIL). FOIL redaction requests can be submitted on Attachment 1 - Administrative Information, FOIL Redaction.
40	Appendix B - General Specifications (April 2016)	Entire Document		Will a Bidder be automatically disqualified for submitting a bid that contains exceptions to Appendix B or LOT terms?	<p>OGS will not be negotiating with bidders over the terms and conditions in the solicitation documents.</p> <p>As per Solicitation Section 1.8 - Bid Deviations, As set forth in Section 1.7 - Bidder Questions, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.</p> <p>Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.</p>
41	Attachment 4 - Primary Security and Privacy Mandates	Entire Document		Bidder cannot agree to comply with all security procedures of the Authorized Users unless we have had an opportunity to review and agree to such procedures. Bidder needs to know if OGS requires compliance with all items listed in this Attachment.	<p>Links to significant federal laws, regulations, policies, standards, and guidelines are provided in Attachment 4 - Primary Security and Privacy Mandates for the Bidder to review. The list contained in Attachment 4 - Primary Security and Privacy Mandates is not intended to be all inclusive. Since laws, regulations, requirements, and industry guidelines change, it is critical that awarded Bidders have a clear understanding of compliance requirements. Authorized Users' security and privacy requirements should be outlined in the Authorized User's RFQ.</p> <p>Please see Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations for information pertaining to compliance with federal, state, and local regulations.</p>
42	Appendix B - General Specifications (April 2016)	56 Indemnification	12	Bidder requests liability be limited to "direct" actions and for willful intentions/omission and gross negligence.	Respectfully decline to make the requested change.
43	Appendix B - General Specifications (April 2016)	57 Indemnification Relating to Infringement	13	Bidder requests the express carve-out of combination with third party products should be included in this section.	Respectfully decline to make the requested change.
44	Appendix C - Contract Modification Procedure	Entire Document		Can Bidder submit this form now or only in response when a contract needs to be modified?	Appendix C - Contract Modification Procedure is to be used when a Contract has been awarded under Solicitation Section 5 - Awards.
45	Solicitation	7.5.3	52	Bidder believes that competition provides the best incentive to vendors to keep their prices reasonable. Bidder respectfully requests that OGS consider removing this requirement or limiting this provision to those circumstances where the procurement is substantially similar to this procurement?	OGS respectfully declines to make the requested change. As per revised Section 7.5.3 - Best Offer, During the Contract Term, if OGS becomes aware that the Contractor is selling <u>substantially the same or a smaller quantity of a Service outside of the resulting Contract upon the same or similar terms and conditions</u> as that of the resulting Contract at a lower price to a Government Entity, then OGS reserves the right to consult the Contractor. After consulting with each other, OGS may request that Contractor reduce the then current Contract price to the lower price. OGS reserves the right to request information to verify Pricing for the purposes of this clause. (Emphasis added)

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46	General			If a Bidder experiences a merger/acquisition activity during any given year, can the Bidder work under multiple "Doing Business As" (DBA) options as we transition through the merger, in order to include the best services and pricing.	<p>As per Solicitation Section 7.11.5 - Performance of Services, the Contractor is responsible for fully meeting all obligations set forth in the resulting Contract and for providing Service according to the terms and conditions of the resulting Contract and any Authorized User Agreement.</p> <p>As per Appendix A Section 2 - 2. NON-ASSIGNMENT CLAUSE, in accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void.</p>
47	Solicitation	3.2.1.1	21	Please confirm that the state is allowing for Dark Fiber as a service in Lot 2?	Yes.
48	Solicitation	3.2.1.1	21	Please confirm that the state is allowing for Wave Length services as a product?	OGS can not make a determination based on this question, but OGS encourages Bidders to submit pricing for all Services they consider to be within the Scope of this Solicitation. OGS may exclude any picelists or individual Services that do not fall within the Scope of the Solicitation.
49	Solicitation	3.2.1.1	21	Please confirm if the state is allowing off-site Back-up services as well as Disaster Recovery services?	<p>Any Service that outsources Telecommunications or networking functions or applications would be considered a Managed Service and be excluded from the Scope of this Solicitation.</p> <p>As per Solicitation Section 2.4 - Products and Services Excluded from Scope, Managed Services and Cloud Products are available for purchase under OGS's Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802).</p>
50	Solicitation	3.2.1.1	21	Please confirm if the contract allows for managed monitoring services?	<p>Any Service that outsources Telecommunications or networking functions or applications would be considered a Managed Service and be excluded from the Scope of this Solicitation.</p> <p>As per Solicitation Section 2.4 - Products and Services Excluded from Scope, Managed Services and Cloud Products are available for purchase under OGS's Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802).</p>
51	Solicitation	3.2.1.1	21	For Services Requiring a New Build, may we specify a "Not to Exceed" per mile of construction cost? If so, where should this be included?	<p>No. As per Solicitation Section 3.2.5.8 - Physical Service Connection Charge, this Physical Service Connection Charge shall be a one-time only charge that covers the initial installation or physical upgrade of the Telecommunication Connectivity Service from the Telecommunication Provider's Network to the Authorized User's Demarcation Point. The price for the Physical Service Connection Charge shall be entered as a price per foot via Attachment 2 - Pricing. The price for the Physical Service Connection Charge shall not include Equipment, or Hardware, or both. The price for the Physical Service Connection Charge shall not be payable by using an amortization schedule. (Emphasis added)</p> <p>As per revised Solicitation Section 7.5.1 - Not to Exceed, the prices shown on the OGS Centralized Contract must be not to exceed prices.</p> <p>As per revised Attachment 2 - Pricing in the Pricing - Lot 1 Voice and Pricing - Lot 2 Data tabs, OGS has included examples of how Bidder may enter proposed pricing for Physical Service Connection Charges.</p> <p>If this response does not adequately answer your question, please clarify the question with reference to the applicable Solicitation Section(s) in the second inquiry period.</p>

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52	Solicitation	3.2.1.1	21	Are we allowed to include a charge for relocation of Dmarc should this request arise from end user? If so, what format is permissible?	<p>OGS considers the relocation of a Demarcation Point to be an initial installation.</p> <p>As per Solicitation Section 3.2.5.8 - Physical Service Connection Charge, this Physical Service Connection Charge shall be a one-time only charge that covers the initial installation or physical upgrade of the Telecommunication Connectivity Service from the Telecommunication Provider's Network to the Authorized User's Demarcation Point. The price for the Physical Service Connection Charge shall be entered as a price per foot via Attachment 2 - Pricing. The price for the Physical Service Connection Charge shall not include Equipment, or Hardware, or both. The price for the Physical Service Connection Charge shall not be payable by using an amortization schedule.</p> <p>As per revised Solicitation Section 7.5.1 - Not to Exceed, the prices shown on the OGS Centralized Contract must be not to exceed prices.</p> <p>As per revised Attachment 2 - Pricing in the Pricing - Lot 1 Voice and Pricing - Lot 2 Data tabs, OGS has included examples of how Bidder may enter proposed pricing for Physical Service Connection Charges.</p>
53	Solicitation	2.1	17	<p>1. Can you elaborate on what is meant by the 2nd bullet listed as VOIP service?</p> <p>2. Does this allow for a provider to deliver voice services as well as hand-sets on-site utilizing a VOIP technology.</p>	<p>1. As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services. OGS will determine as to the appropriate Lot(s) during the evaluation process. As per Solicitation Section 4.11.1 - New York State Reserved Rights, OGS reserves the right to exclude any Services that do not fall within the scope of the Solicitation</p> <p>2. As per the Revised Solicitation Section 2.4 - Products and Services Excluded from Scope, leasing or renting of Hardware, Equipment, or Devices, and all Hardware, Equipment, or Devices, except Accessory Devices, Subsidized Devices, or Unsubsidized Devices sold through Lot 3 - Mobile Communication Connectivity Service, are excluded from the Scope of this Solicitation.</p>
54	Solicitation	3.2.1.2(e)	22	Although the RFP attempts to limit the scope to connectivity, this section appears to allow some room for managed devices that can provide the services mentioned in conjunction with connectivity. These services may include content filtering, managed routing and security and SD-WAN functionality (for example). Is it acceptable to submit pricing for these services based on the devices required (with a separate SKU for the device as it needs to be sized for the location)? This scenario would mean two billing line items (one for connectivity, the other for the edge device required for those services) but would be sold together as an offering.	<p>No. As per revised Solicitation Section 2.4 - Products and Services Excluded From Scope, leasing or renting of Hardware, Equipment, or Devices; and all Hardware, Equipment, or Devices, except Accessory Devices, Subsidized Devices, or Unsubsidized Devices sold through Lot 3 - Mobile Communication Connectivity Service are expressly excluded from the Scope of this Solicitation.</p> <p>As per Solicitation Section 1.11 - Definitions, examples of Managed Services may include but are not limited to: SD-WAN, web hosting, video networking, audio networking, unified messaging, hosted contact center, managed firewalls, web content management, protection against denial of service, or any combination of the listed services. Managed Services as defined above are expressly outside of the scope of this Solicitation.</p> <p>Refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information on Lot 3 - Cloud. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)</p>

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55	Solicitation	3.2.1.2(e)	22	<p>Would the state allow for SD-WAN services to be sold as a stand-alone for locations that are not served by the providers network? For example, a county may choose to utilize SD-WAN to manage the network for 10 of it's locations and the provider may only be able to reach 9 of them with their network. The 10th location may have a separate provider for connectivity but have a stand-alone SD-WAN product associated with it. Is this sceanario of buying stand-alone SD-WAN services (decoupled from connectivity) permissable under this contract?</p>	<p>No. As per Solicitation Section 1.11 - Definitions, examples of Managed Services may include but are not limited to: SD-WAN, web hosting, video networking, audio networking, unified messaging, hosted contact center, managed firewalls, web content management, protection against denial of service, or any combination of the listed services. Managed Services as defined above are expressly outside of the scope of this Solicitation.</p> <p>Refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information on Lot 3 - Cloud. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)</p>
56	Solicitation	2.1 and 2.2	17	<p>In regards to the access (Last Mile) to support the services in Section 2.1 and 2.2, can NYS OGS provide a sampling of locations, including the address and NPA/NXX? This will allow vendors a sampling to assign appropriate pricing.</p>	<p>As per Solicitation Section 3.2.5.8 - Physical Service Connection Charge, this Physical Service Connection Charge shall be a one-time only charge that covers the initial installation or physical upgrade of the Telecommunication Connectivity Service from the Telecommunication Provider's Network to the Authorized User's Demarcation Point. The price for the Physical Service Connection Charge shall be entered as a price per foot via Attachment 2 - Pricing. The price for the Physical Service Connection Charge shall not include Equipment, or Hardware, or both. The price for the Physical Service Connection Charge shall not be payable by using an amortization schedule.</p> <p>As per revised Solicitation Section 7.5.1 - Not to Exceed, the prices shown on the OGS Centralized Contract are must be not to exceed prices.</p> <p>As per revised Attachment 2 - Pricing in the Pricing - Lot 1 Voice and Pricing - Lot 2 Data tabs, OGS has included examples of how Bidder may enter proposed pricing for Physical Service Connection Charges.</p> <p>If this response does not adequately address your question, please submit a supplemental question in the second inquiry period.</p>
57	Solicitation	2.1	17	<p>Currently on the NYS CTS Audio Conferencing/Web Integration is offered, will you allow that product in the Solicitation 23100?</p>	<p>No. As per Solicitation Section 1.1 - Introduction, the new Centralized Contracts, awarded under this Solicitation, will have a Scope that differs from the current Centralized Contracts under Award Number 20268.</p> <p>As per Solicitation Section 1.11 - Definitions, examples of Managed Services may include but are not limited to: SD-WAN, web hosting, video networking, audio networking, unified messaging, hosted contact center, managed firewalls, web content management, protection against denial of service, or any combination of the listed services. Managed Services as defined above are expressly outside of the scope of this Solicitation.</p> <p>Refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information on Lot 3 - Cloud. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)</p>

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58	Solicitation	2.2	17	You mentioned Cable Television Services, assuming Direct TV is allowed as well in Lot Group 2?	As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services.
59	Solicitation	2.3	18	On the current NYS CTS Award if large Mobile Deployments are needed, there is pricing to allow deployment of devices, thus making it easier to roll out new equipment to Agencies. Will this also be allowed in the Solicitation 23100?	As per Solicitation Section 1.1 - Introduction, the new Centralized Contracts, awarded under this Solicitation, will have a Scope that differs from the current Centralized Contracts under Award Number 20268. As per revised Solicitation Section 6.14 - Devices, Devices shall only be sold through Lot 3 - Mobile Communication Connectivity Services. Contractor must label Devices as either Accessory, Subsidized, or Unsubsidized. Contractor shall only sell Accessory Devices, Subsidized Devices, or Unsubsidized Devices. All Devices shall be compatible with Contractor's Mobile Communication Connectivity Services.
60	Solicitation	6.7	41	1. Under the NYS CTS, NYS ITS has issued in the past, and is still actively issuing solicitations for 12, 24, and 36 month pricing. Will this type of RFQ request continue to occur under Solicitation 23100 /this award? If so, this statement , " Contractor must not impose any minimum service period for Services requested pursuant to the contract resulting from this Solicitation" is potentially in direct conflict with future RFQ requests. 2. Please clarify RFQ guidelines for the future.	1. CTS (Group 77107 Award 20268) will expire in 2019. Questions concerning Award 20268 should go to the current Contract Manager. 2. As per Solicitation Section 8 - Requirements for Authorized User Agreements, the following terms and conditions shall apply to all Authorized User RFQs and resulting Authorized User Agreements, or all Authorized User Purchase Orders.
61	Solicitation	7.7.4	54	Please reconsider language in regards to Disconnect Orders/ Cease Billing to be more specific relating to specific services. Dedicated Circuit disconnects, industry standard, is not " Immediate" for cease invoicing. Typical Interval is 30 days from disconnect notification to cease billing for dedicated circuits.	As per revised Solicitation Section 7.7.4 - Disconnect Orders, [t]he Authorized Users shall not be responsible for any charges incurred more than thirty (30) days after the disconnect order request is placed confirmed with by the Contractor.
62	Solicitation	7.22.4	66	Comply with what NYS ITS Policies?	Please see revised Solicitation Section 7.22.4 for a list of NYS ITS policies.
63	Solicitation	1.11	14	SKU numbers are not always assigned to all Connectivity types of services, as currently illustrated on the NYS CTS Contract today.	OGS respectfully declines any changes this statement may imply. As per Solicitation Section 3.2.5 - Proposed Pricelist, a SKU number is to be provided for every Service on Attachment 2 - Pricing. Each SKU must be unique. SKUs may be equal to the Service's name. SKUs must be included in the "SKU Number" column on Attachment 2 - Pricing.
64	Solicitation	6.2	39	In regards to the Connection of the last mile, it is extremely difficult to price the the physical connection, if needed, to support a buildout for an unknown physical location. Normally a site survey for a build out is needed. Please comment on a line item to accomodate this type of request for the outside of the building.	As per Solicitation Section 6.2.3 Pre-Installation Site Visits, under Appendix B, Section 19, Site Inspection, Authorized User may require a site visit. Contractors shall not charge an Authorized User for a pre-installation site visit. As per Solicitation Section 3.2.5.8, Physical Service Connection Charge, the price for the Physical Service Connection Charge shall be entered as a price per foot via Attachment 2 - Pricing. The price for the Physical Service Connection Charge shall not include Equipment, or Hardware, or both. The price for the Physical Service Connection Charge shall not be payable by using an amortization schedule. The price for the Physical Service Connection Charge shall not be payable by using an amortization schedule. As per revised Solicitation Section 7.5.1 - Not to Exceed, the prices shown on the OGS Centralized Contract are must be not to exceed prices. As per revised Attachment 2 - Pricing in the Pricing - Lot 1 Voice and Pricing - Lot 2 Data tabs, OGS has included examples of how Bidder may enter proposed pricing for Physical Service Connection Charges.

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65	Solicitation	6.27	45	In regards to Suspension of Services, as it relates to Dedicated Circuits, this along with other services could be a challenge	Please provide a question in the second inquiry period.
66	Solicitation	7.5	51	NYS CTS currently has some taxes and surcharges posted on the currently awarded contract. What statutorily has changed? Please point the vendors to the changes in the law?	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.
67	Solicitation	8.3	70	"The contractor must allow for network changes in the future at no additional cost to the Authorized user". If Authorized user requests a network upgrade or additional feature, there will be a cost associated with that request from the vendor.	As per Revised Solicitation Section 8.3 - Service Changes, the Contractor must not charge the Authorized User a fee for submitting a Service change request. As per Section 8.3.1 - Additions, Contractor must provide additional features, bandwidth, circuits, and/or lines under the terms and conditions, including pricing, of the Authorized User Agreement or Purchase Order.
68	Solicitation	1.6	10	Respectfully request a due date extension, due to the size and scope of this RFP. Due date of the RFP May 22nd, 2019. We would like to ask for a 90 day extension.	OGS respectfully declines to make the requested change.
69	Solicitation	1.11	11	NYS refers to phones as "accessories." What terminology should be used to refer to accessories for these phones (i.e. screen protectors, Bluetooth, etc.)	Phone (Device) Accessories would be considered Equipment. As per revised Solicitation Section 2.4 - Products and Services Excluded From Scope, leasing or renting of Hardware, Equipment, or Devices; and all Hardware, Equipment, or Devices, except Accessory Devices, Subsidized Devices, or Unsubsidized Devices sold through Lot 3 - Mobile Communication Connectivity Service are expressly excluded from the Scope of this Solicitation.
70	Solicitation	3.2.6	25	Could NYS define the process to re-add a SKU once removed from this schedule?	As per Appendix C Section 2.3.1 - Deletions, once a Service has been deleted from the Contractor's pricelist, Contractor shall not be permitted to re-add the deleted Service to their pricelist. Except, if OGS determines it is in the best interest of Authorized Users to re-add the deleted Service. Re-added Services shall only be offered with prices that are equal to or lower than the prices of the Service at the time it was deleted. Re-added Services shall only be offered with terms that are equal to or better than the terms of the Service at the time it was deleted.
71	Solicitation	3.3.1	31	Could the same contact be listed in multiple roles?	Yes.
72	Solicitation	6.32	47	What methodology will the authorized user be required to utilize in order to determine the average speed of a mobile device?	As per revised Solicitation Section 6.32 - Speed, When responding to Authorized User RFQs or Purchase Orders, Contractors must include the method by which Authorized Users may verify the average speed of the service.
73	Solicitation	6.32	47	Is month defined as a calendar period or a running 30 day interval?	Month is not a defined term. Therefore, the term "month" should be interpreted through the word's common meaning.
74	Solicitation	6.35.2	48	Are these upgrades defined as regional or local?	Upgrade is not a defined term. Therefore, the term "upgrade" should be interpreted through the word's common meaning.
75	Solicitation	6.35.2	48	How will it be determined if an affected area has an active OGS subscriber that could be impacted?	OGS would expect that the Contractor will know which customers/Authorized Users are purchasing Services under the resulting Contract are located.
76	Solicitation	7.7.2	53	Does the written service activation date provision relate to mobility services as well?	Yes. As per Solicitation Section 7 - General Terms and Conditions, the following terms and conditions shall apply to all Contractors, regardless of the Telecommunication Connectivity Services being provided under the resulting Contract.
77	Solicitation	7.7.4	54	Will NYS consider an acceptable time period to acknowledge and implement a mobility disconnect request?	As per revised Solicitation Section 7.7.4 - Disconnect Orders, [t]he Authorized Users shall not be responsible for any charges incurred more than thirty (30) days after the disconnect order request is placed confirmed with by the Contractor.

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78	Solicitation	7.8.15	56	Could a corrected invoice include any handwritten adjustments made by the contractor? You requested many line items to be included on the invoice, not sure if all can be added to the invoice.	Per revised Solicitation Section 7.8 - Invoicing, the requirements have been changed to more accurately reflect NYS Policies.
79	Solicitation	7.24	67	Could NYS illustrate the process to add an emerging technology to the contract?	<p>A Contractor may propose to add an emerging technology to their Contract. As per Solicitation Section 7.6 - OGS Centralized Contract Modification Procedures (Contract Updates), an Authorized User, or the Contractor may suggest modifications to the Centralized Contract. These modifications must be made pursuant to Appendix B, Modification of Contract Terms, and Appendix C - Contract Modification Procedure. As per Appendix C Sections 2.3 - Complex Updates - Required Updated Forms and Additional Information, 2.3.2 - Additions, and 2.4 - Request to Add a Lot - Required Updated Forms and Additional Information, Contractors are permitted to modify their awarded Contract to add Services and Lots.</p> <p>As per Solicitation Section 5.3 - Periodic Recruitment, the purpose of future Periodic Recruitments may be to: (1.) Add new Lots for additional or emerging technologies; or (2.) Add new Contractors to existing and new Lots; or (3.) Add both.</p>
80	Solicitation	3.2.5.3	24	Does NYS have some predefined thresholds for the tiers they are looking for volume discounts on?	No. As per Solicitation Section 3.2.5.3 - Volume Discounts, Bidder is encouraged to offer Volume Discounts on their submitted Attachment 2 - Pricing.
81	Solicitation	3.2.5.3	24	Does this volume discount refer to just accessories, service, or both?	Yes. As per Solicitation Section 3.2.5.3 - Volume Discounts, Bidder is encouraged to offer Volume Discounts on their submitted Attachment 2 - Pricing.
82	Solicitation	6.29.1	46	Who is responsible for initiating the device trade in request after 24 months?	As per revised Solicitation Section 6.15.6 - Trade In Allowances, <u>if requested by the Authorized User</u> , Contractor must provide a comparable or successor model to the original Accessory Device after activation on the Telecommunication Provider's Mobile Network. (Emphasis added)
83	Solicitation	1.4	9	The winning contractor shall enter into an agreement with the authorized user, know as an authorized user agreement to provide the awarded services. Is there a specific form that would be used between the vendor and the authorized user?	The Authorized User may specify the format of the Authorized User Agreement at the transaction level.
84	Solicitation	3.2.1.2(a)	22	Bidder must provide service coverage maps for each of the proposed services. The service coverage map must depict the proposed service's availability within New York State. Are you asking for a coverage map down to each county or at the state level?	The service coverage map must depict the proposed Service's availability within New York State.
85	Solicitation	3.2.5.6	24	Pricing submitted with the bidder submission shall remain in effect for a minimum of 1 year from the bidder submission due date. Is that date decided by the vendor or by NYS OGS?	<p>As per Solicitation Section 1.6 - Key Events/Dates, the Due date for Bidder Submissions, is listed as 05/22/19.</p> <p>As per Solicitation Section 3.2.5.6 - Price Increases, pricing included in Attachment 2 - Pricing submitted with the Bidder Submission shall remain in effect for a minimum of 1 year from the Bidder Submission due date. Thereafter, Contractor may request annual price increases to reflect price changes only once every 365 days.</p>

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86	Solicitation	2.4	18	"Software" is listed as an excluded product on pg.18 / 2.4. Does this include Mobile Device Management Services such as Mobile Iron and Airwatch, which are currently included on the CTS contract?	<p>Yes. As per Solicitation Section 2.4 - Products and Services Excluded from Scope, Software, and Managed Services are expressly excluded from the scope of the Solicitation and resulting Contract.</p> <p>As per Solicitation Section 1.1 - Introduction, the new Centralized Contracts, awarded under this Solicitation, will have a Scope that differs from the current Centralized Contracts under Award Number 20268.</p> <p>Refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM).</p> <p>Refer to Information Technology Umbrella Contract - Distributor Based (Group 73600 Award 22876) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022876can.HTM).</p>
87	Solicitation	1.11	11	Coupling the "Accessory" definition from pg. 11 /1.11 with language from pg 18/ 2.3, it appears that all mobile devices (smartphones, basic phones, modems) that are to be used with service plans are to be offered an no cost. Is this the intent and a correct interpretation?	No. Please see revised Solicitation Sections 1.11 - Definitions, Accessory Device and 2.3 - Lot 3 - Mobile Communication Connectivity Services.
88	Solicitation	1.11	11	<p>1. From the "Accessory" definition on pg.11 /1.11, "This Hardware cannot be acquired separately through any other means, including another NYS Centralized Contract. Contractor shall replace this Hardware when it reaches its End-of-Life with comparable Hardware."</p> <p>2. Are we correct that this prohibits a contract user from procuring a laptop with an imbedded mobile chipset from an alternate contract vehicle and activating on a data plan from this contract?</p>	<p>1. As per revised Solicitation Section 2.3 - Lot 3 - Mobile Communication Connectivity Services, Accessory Devices are included in Lot 3 - Mobile Communication Connectivity Services.</p> <p>2. No. Telecommunication Connectivity Services can be procured from this Contract to support Authorized User Equipment.</p>
89	Solicitation	2.3	18	"The Telecommunication Provider shall not offer any tablets, laptops, desktops, routers, security devices, or printers as an Accessory." Will the State reconsider its clasification of a Tablet to an approved Accessory for the CTS?	No. For information regarding Tablets, please refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)
90	Solicitation	2.4	18-19	"This Solicitation and resulting Contract expressly excludes the following from its scope:" Would the State allow Cloud Based Services or Solutions if bundled with an approved Cellular Rate Plan? Ex. \$50 Unlimited Smartphone plan that includes: Unlimited Talk, Text and Data with a cloud Mobile Device Management License included in the bundle.	<p>No.</p> <p>As per revised Solicitation Section 2.4 - Products and Services Excluded from Scope, Managed Services, Cloud Based Services, Cloud Solutions, and Software are expressly excluded from the scope of the Solicitation and resulting Contract.</p> <p>Refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information on Lot 3 - Cloud. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)</p>
91	Solicitation	3.2.1.2(c)	22	"Bidder must provide a comparable or successor model to the original Accessory at a maximum of twenty-four (24) month interval after activation on the Telecommunication Service Provider's Network." Is the State requiring the bidder to replace the accessory before the 24 mo. Max or requiring the bidder to provide the end-user the option of replacing the accessory before 24 mo. Max?	As per revised Solicitation Section 6.15.6 - Trade In Allowances, If requested by the Authorized User, and commercially available, Contractor must provide a trade in allowance credit for Devices owned by the Authorized User. This trade in allowance must be a credit based on the market value of the Device.

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92	Solicitation	3.2.1.2(d)	22	"Accessory shall not be amortized or included in the price as listed on the Contractor's pricelist." Is a CapEx option for one-time charges like Accessories (CellularPhones) the only option for end-users or can the end-user choose a OpEx option and spread those charges out over a predetermined period of time?	Solicitation Section 3.2.1.2(d) has been removed.
93	Solicitation	3.2.1.2(d)	22	"The Accessory will be returned to the Bidder when the Service is discontinued" Who is responsible for collecting the Accessory upon the discontinued service?	Solicitation Section 3.2.1.2(d) has been removed.
94	Solicitation	3.2	22	Can the State detail requirements around Cellular Device Life Cycle?	Please clarify the question by providing us with what is meant by the term "Cellular Device Life Cycle" in the second inquiry period.
95	Solicitation	3.2.5	23-24	1. Will the State consider Subsidized and Unsubsidized Accessories (Cellular Phones) and corresponding Service Rate Plans? 2. If so can the State Detail requirements for such pricing?	1. Yes. As per revised Solicitation Sections, 1.11 - Definitions, 2.3 - Mobile Communication Connectivity Services, and 6.15 - Devices, all Devices shall be compatible with The Telecommunication Provider's Mobile Communication Connectivity Services. The Telecommunication Provider shall offer at least one of each of the following: mobile telephone, cellular telephone, satellite telephone, satellite communicator, pager, SIM card, or portable hot spot that is compatible with its Mobile Communication Connectivity Services as an Accessory Device as defined in Section 1.11 Definitions above. The Telecommunication Provider may offer Subsidized Devices, or Unsubsidized Devices as defined in Section 1.11 Definitions above. If the Telecommunication Provider offers Subsidized Devices or Unsubsidized Devices, then their Mobile Communication Connectivity Service offerings must be labeled as Subsidized or Unsubsidized. All Devices must meet the requirements of Section 6.14 - Devices. 2. As per Solicitation Section 3.2.5 - Proposed Pricelist Bidder must submit an Attachment 2 - Pricing according to the Instructions tab listed within Attachment 2 - Pricing.
96	Solicitation	3.2.5	23-24	How often can the bidder update this price list and who would initiate this update? Specifically in regards to Accessories (Cellular Phones)?	The Contractor initiates price list updates as per Solicitation Section 7.6 - OGS Centralized Contract Modification Procedures (Contract Updates). The Contractor may suggest modifications to the Centralized Contract. These modifications must be made pursuant to Appendix B, Modification of Contract Terms, and Appendix C - Contract Modification Procedure. As per Appendix C Sections 1.1 - Simple Updates, 1.2 - Complex Updates, 2.1 Submission of Modification/Update Requests, 2.2 - Simple Updates - Required Updated Forms and Additional Information, and 2.3 - Complex Updates - Required Updated Forms and Additional Information, Contractors are permitted to modify/update their awarded Contract.
97	Solicitation	1.11		How much advanced notice does the state require form the bidder for Accessories that are discontinued?	As per revised Solicitation Section 7.23.5 - Legacy Services or Legacy Devices, if a Telecommunication Connectivity Service is considered Legacy, then the Contractor shall continue to provide the service for a 12-month period.
98	Solicitation	6.33	47	CONUS Language could be a challenge for many vendors, as services over the duration of the contract could potentially be supported outside of the Continental US.	As per revised Solicitation, Section 6.33 - CONUS has been deleted.
99	Solicitation	6.36.3	49	Due to the last mile access provider, some times the requested repair times are challenging due to the access provider constraints.	There is no question presented in this instance. Please provide a question in the second inquiry period.
100	Solicitation	6.36.4	50	Maintenance is staffed 24 x7, however Provisioning of Services is not	There is no question presented in this instance. Please provide a question in the second inquiry period.
101	Solicitation	7.11.6	59	Contractor Staff for supporting services could potentially reside outside of CONUS, however will work towards complying with applicable Federal, State, and Local Laws concerning Employment in US.	As per Solicitation Section 7.11.6 - Contractor Staff, Contractor shall comply with all applicable Federal, State, and local laws concerning employment in the United States.

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102	Solicitation	7.16.1	61	Many reports are available on vendor's Portal, other reports would need manual intervention	As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period.
103	Solicitation	7.16.2	62	Many reports are available on vendor's Portal, however at this point with an undefined reporting scope it is unclear whether we could comply or not?	As per Solicitation Section 7.16.2 - Authorized User Required Reports, an Authorized User <u>may</u> require Contractor to provide Management or other Reports. The Authorized User should inform the Contractor of what information would be included in the Report. These Reports must be available to the Authorized User upon request. (Emphasis added)
104	Solicitation			Your RFP does not mention TSP (Telecom Service Priority) ? Should those line items also be included in the RFP response, as well as the Pricing Grids?	All Bidders must comply with Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations.
105	Solicitation	3.2.6	25	If bidder has services on NYS CTS today, based on Item 3.2.6.1.4 bidders can use existing NYS CTS Contract to point for ROP. Please confirm.	As per Solicitation Section 3.2.6 - Reasonableness of Price, acceptable documentation of reasonableness of price, must be provided in order of preference listed within this Section.
106	Solicitation	1.2	8	OGS shall provide 90 days' written notice of changes to any State policies, rules or regulations that require Vendor X's compliance under the resulting contract.	OGS respectfully declines to make the requested change.
107	Solicitation	1.5	9	Notwithstanding the State's right to terminate any contract for convenience prior to the end of the term, any termination for convenience shall be subject to Vendor X's right to charge applicable termination fees.	OGS respectfully declines to make the requested change.
108	Solicitation	1.13	16	See Vendor X's comment with respect to Section 7.3 (Conflict of Terms) below [Question 139].	OGS respectfully declines to make the requested change. As per Solicitation Section 1.13 - Conflict of Terms conflicts among the documents in the Solicitation shall be resolved according to the order of precedence in Section 1.13. As per revised Solicitation Section 7.3 - Conflict of Terms conflicts among the documents in the resulting Contract shall be resolved according to the order of precedence in Section 7.3.
109	Solicitation	2.1	17	Vendor X must be permitted to take actions required by law and in accordance with Vendor X's privacy policy with respect to any Authorized User Data transmitted through its Voice Connectivity Services.	OGS respectfully declines any changes this statement may imply.
110	Solicitation	2.3	18	Vendor X must be permitted to take actions required by law and in accordance with Vendor X's privacy policy with respect to any Authorized User Data transmitted through its Mobile Communication Connectivity Services.	OGS respectfully declines any changes this statement may imply.
111	Solicitation	3.2.5	23-25	See Vendor X's comment with respect to Section 7.5 (Pricing) below [Question 140].	OGS respectfully declines any changes this statement may imply.
112	Solicitation	3.2.5.5	24	Notwithstanding anything to the contrary in the resulting contract, Vendor X shall have the recover from the State, and the State shall pay, the amount of any state or local fees, charges or taxes arising out of the resulting contract that are imposed on Vendor X or Vendor X's receipts that Vendor X is permitted under applicable law to pass through or otherwise charge customers for a customer's use or receipt of the services.	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.

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113	Solicitation	3.2.5.6	24	Vendor X reserves the right to increase prices annually.	<p>OGS respectfully declines any changes this statement may imply.</p> <p>As per Solicitation Section 7.6 - OGS Centralized Contract Modification Procedures (Contract Updates), an Authorized User, or the Contractor may suggest modifications to the Centralized Contract. These modifications must be made pursuant to Appendix B, Modification of Contract Terms, and Appendix C - Contract Modification Procedure.</p> <p>As per Appendix C Sections 1.1 - Simple Updates, 1.2 - Complex Updates, 2.1 Submission of Modification/Update Requests, 2.2 - Simple Updates - Required Updated Forms and Additional Information, and 2.3 - Complex Updates - Required Updated Forms and Additional Information, Contractors are permitted to modify/update their awarded Contract.</p>
114	Solicitation	3.2.5.7	24	See Vendor X's comment with respect to Sections 3.2.5 (Proposed Price List) and 3.2.5.5 (Exclusion of Added Costs Including Taxes, Surcharges, and Fees).	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.
115	Solicitation	3.2.6	26	Pursuant to the Freedom of Information Law, Vendor X hereby expressly requests that Vendor X's bid and pricing information be maintained in strict confidence until such time, if any, as Vendor X is awarded a Contract hereunder. Vendor X's bid and pricing information is Vendor X's confidential and proprietary information and the disclosure of such information would cause substantial injury to the competitive position of Vendor X.	OGS respectfully declines to make the requested change. All Bid Submission documents are subject to disclosure under the Freedom of Information Law (FOIL). FOIL redaction requests can be submitted on Attachment 1 - Administrative Information, FOIL Redaction.
116	Solicitation	3.2.12	29	Vendor X is committed to goals similar to the State's MWBE goals, but Vendor X does not subcontract individual subcontractor contracts. Vendor X to provide additional description of its MWBE goals and activities in its response.	<p>OGS respectfully declines any changes this statement may imply.</p> <p>As per Solicitation Section 3.2.11 - MWBE EEO - 100, the Bidder shall also include the completed and signed Forms EEO 100 - Staffing Plan as part of their Bid Submission. Form EEO 100 - Staffing Plan is available via https://ogs.ny.gov/mwbe/Forms.asp.</p> <p>As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract.</p>
117	Solicitation	6.2.3	39	Vendor X shall have the right to charge fees for pre-installation site visits and other on-site work as described in Vendor X's pricing proposal.	OGS respectfully declines any changes this statement may imply. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period.
118	Solicitation	6.2.5	40	Vendor X agrees to use commercially reasonable efforts to use existing infrastructure to connect the requested Telecommunication Connectivity Service, as agreed by Vendor X and such Authorized User in the Authorized User Agreement	OGS respectfully declines any changes this statement may imply. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract. Additionally, per Solicitation Section 1.8 - Bid Deviations, material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
119	Solicitation	6.2.8	40	Vendor X shall use commercially reasonable efforts to maintain the Vendor X-provided and installed cabling, routers and other Vendor X-installed equipment, if any, used by Vendor X to provide the service.	OGS respectfully declines any changes this statement may imply.
120	Solicitation	6	40	In lieu of the interoperability requirements described in the Solicitation, Vendor X shall provide a description of its protocols for ensuring interoperability, in its response.	<p>OGS respectfully declines any changes this statement may imply.</p> <p>As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract.</p>

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121	Solicitation	6.4	41	Please provide additional information regarding Authorized Users which presently utilize Service with full or unlimited usage. Vendor X requires more information with respect to the existing services of an Authorized User before Vendor X can make such commitment.	Solicitation Section 6.4 - Continuity of Full or Unlimited Use Service has been deleted in its entirety.
122	Solicitation	6.5	41	Vendor X proposes 90 days rather than 180 days within which disconnected services must be reactivated without incurring a reactivation charge.	OGS respectfully declines to make the requested change. OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid.
123	Solicitation	6.6	41	Vendor X reserves the right to charge Authorized Users for additional charges related to upgrade, downgrade or cancellation requests. Any additional features or services requested by Authorized Users shall be as negotiated between the parties.	OGS respectfully declines to make the requested change.
124	Solicitation	6.7	41	Vendor X reserves the right to impose a minimum Service period to be negotiated by the parties.	OGS respectfully declines to make the requested change.
125	Solicitation	6.8	41	Vendor X does not subcontract individual customer contracts and therefore cannot agree to an approval process.	OGS respectfully declines to make the requested change.
126	Solicitation	6.13	43	See Vendor X's comment to Section 7.22 (Network Security) below. [Question 165]	There is no question presented in this instance. OGS respectfully declines any changes this statement may imply. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract. Additionally, per Solicitation Section 1.8 - Bid Deviations, material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
127	Solicitation	6.14	43	Vendor X to confirm the requirement to provide instruction manuals for the services and address any further comments in its response.	As per revised Solicitation, Section 6.14 - Instruction Manuals has been deleted.
128	Solicitation	6.15	43	Vendor X to confirm the requirement to provide a list of compatible devices with respect to the Telecommunication Connectivity Service and address any further comments in its response.	Please see revised Solicitation Section 6.15 - Devices.
129	Solicitation	6.30	46	Vendor X to confirm the requirements in this section and address any additional comments in Vendor X's response.	As per Solicitation Section 1.8 - Bid Deviations, As set forth in Section 1.7 - Bidder Questions, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid. If this response does not adequately answer your question, please clarify the question with reference to the applicable Solicitation Section(s) in the second inquiry period.
130	Solicitation	6.31	46	Remedies for oversubscription shall be as described in Vendor X's proposed SLAs.	As per revised Solicitation, Section 6.31 - Oversubscription has been deleted in its entirety.
131	Solicitation	6.32	47	SLAs for speed shall be as described in Vendor X's proposed SLAs, including the remedy for failure to meet such SLA.	SLAs may be part of an Authorized User Agreement and will be evaluated by the Authorized User.
132	Solicitation	6.34.2	47	See Vendor X's comment to Section 6.35 below (Service Levels). [Question 135]	OGS respectfully declines to make the requested changes. SLAs may be part of an Authorized User Agreement and will be evaluated by the Authorized User.
133	Solicitation	6.35	48	If selected, Vendor X will deliver the Services, including any service levels, service credits, trouble ticket procedures, and/or chronic outage remedies in accordance with the SLAs submitted with Vendor X's response.	OGS respectfully declines to make the requested changes. SLAs may be part of an Authorized User Agreement and will be evaluated by the Authorized User.
134	Solicitation	6.36	48-50	Vendor X's maintenance and support obligations to be consistent with Vendor X's SLAs provided in Vendor X's response.	OGS respectfully declines to make the requested changes. SLAs may be part of an Authorized User Agreement and will be evaluated by the Authorized User.
135	Solicitation	6.36.2	48	Vendor X does not guarantee that the services will be uninterrupted, secure or error free, or that any minimum transmission speed is guaranteed at any time, including with respect to use of the service.	OGS respectfully declines to make the requested changes.

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136	Solicitation	6.36.3	49	Unless Vendor X is prevented by reason of a force majeure event, Vendor X will use commercially reasonable efforts to meet the response and repair times targeted in Section 3.36.3	OGS respectfully declines to make the requested changes.
137	Solicitation	7.2	50	See further below for Vendor X's comments with respect to Appendix B. [Questions 174-181]	Please refer to all of OGS's responses to questions on Appendix B - General Specifications.
138	Solicitation	7.3	50	In the event of an award to Vendor X, the resulting contract should include agreed upon deviations from Vendor X's response to the Solicitation (whether in any Appendix or Attachment thereto). Therefore, the order of precedence in #2 should reflect, "The Solicitation, including agreed upon deviations thereto in the Contractor's response to such Solicitation."	OGS respectfully declines to make the requested change.
139	Solicitation	7.4	51	Vendor X is confirming the contract term and renewal terms and will address any further comments in its response.	Please pose a specific question in Round 2 of Bidder Inquiries.
140	Solicitation	7.5	51-52	Vendor X will propose pricing based on the information provided by OGS in the Solicitation and any changes to the pricing will be negotiated by the parties. Pricing may be subject to additional costs, including without limitation, Physical Service Connection Charges, charges on an individual case basis for on-site visits, construction costs, and/or equipment.	OGS respectfully declines any changes this statement may imply. OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid.
141	Solicitation	7.5.3	52	During the Contract Term, Vendor X may offer special price promotions or discount pricing to other customers outside of the resulting contract, subject to Vendor X's eligibility requirements. Vendor X will not be deemed to be in breach of the resulting contract in the event Vendor X determines in good faith that OGS or the applicable Authorized User(s) do not meet such eligibility requirements with respect to any such promotion or discount.	OGS respectfully declines any changes this statement may imply. As per Appendix B Section 13 (f) - Pricing, Specific Price Decreases, Contractors may offer Authorized Users competitive pricing which is lower than the pricing listed on the resulting Contract. If Bidder has additional questions about Appendix B provisions, please pose specific questions in Round 2 of Bidder Inquiries.
142	Solicitation	7.6	52	Vendor X and any Authorized User may mutually agree in writing to modifications from the Centralized Contract in the Authorized User Agreement, without written agreement by OGS.	OGS respectfully declines to make the requested change.
143	Solicitation	7.7	52-54	Vendor X is reviewing the ordering procedures specified in this section and will address any further comments in its response.	As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. If this response does not adequately answer your question, please pose a specific question in Round 2 of Bidder Inquiries.
144	Solicitation	7.7.3	54	Provided that Authorized Users properly perform all necessary site preparation and provide Vendor X with all required consents, Vendor X shall use commercially reasonable efforts to install the service in accordance with a mutually agreed upon schedule. See Vendor X's comment to Section 6.35 above.	OGS respectfully declines any changes this statement may imply.
145	Solicitation	7.7.4	54	Disconnect orders placed by Authorized Users shall be implemented by Vendor X within a reasonable time after receipt by Vendor X of such order. Vendor X is reviewing the requirement to enact an immediate "cease invoicing" of the disconnected service and will address any further comments in its response.	As per revised Solicitation Section 7.7.4 - Disconnect Orders, [t]he Authorized Users shall not be responsible for any charges incurred more than thirty (30) days after the disconnect order request is placed confirmed with by the Contractor.
146	Solicitation	7.8	54-56	Vendor X will further describe its invoicing methods and procedures in Vendor X's response.	OGS respectfully declines any changes this statement may imply. Per revised Solicitation Section 7.8 - Invoicing, the requirements have been changed to more accurately reflect NYS Policies.
147	Solicitation	7.8.13	56	Vendor X may not invoice Authorized Users for any monthly Service or usage that was utilized one hundred twenty (120) days prior to the beginning of the then current invoicing cycle.	OGS respectfully declines to make the requested change.
148	Solicitation	7.8.14	56	See Vendor X's comment to Section 7.5 above. [Question 140]	OGS respectfully declines any changes this statement may imply.

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149	Solicitation	7.9	56-57	Vendor X is reviewing the obligations described in this section and will address any further comments in its response.	As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. If this response does not adequately answer your question, please pose a specific question in Round 2 of Bidder Inquiries.
150	Solicitation	7.9.2	57	In addition to Vendor X's right to suspend Services if an Authorized User fails to pay an invoice within thirty (30) days after the due date, in accordance with Appendix B, Section 46, Vendor X shall also have the right to terminate the applicable Authorized User Agreement for such failure and/or material breach and failure to cure within thirty (30) days of Vendor X's notice of such breach. In the event of Vendor X's termination for breach, the Authorized User shall be responsible for a termination fee equal to the sum of: (a) all costs and expenses of construction and installation incurred by or on behalf of Vendor X in connection with the services, to the extent not already reimbursed to Vendor X in the form of a Physical Service Connection Charge, and (b) a flat fee equal to the service charges that would have been due for the remainder of the Contract Term, as applicable.	OGS respectfully declines to make the requested change. Solicitation section 7.9.2 contains a prohibition on cancellation of service for nonpayment, but also incorporates Appendix B section 46(b), which allows the vendor to "suspend additional provision of Products" (terminate service) for nonpayment after notice. Please see Section 7.7.1.2 - Minimum Order: "There is no minimum order for the resulting Contract." Please see revised Solicitation Section 6.5 - No Termination Fees: "Contractor must not impose any Termination Fees for Services provided under the resulting Contract."
151	Solicitation	7.9.3	57	Authorized Users shall have up to one hundred twenty (120) days from the invoice date to dispute any invoice. Vendor X is confirming the obligations in this section and address any further comments in its response.	OGS respectfully declines any changes this statement may imply. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. If Bidder has questions, please pose specific questions in Round 2 of Bidder Inquiries.
152	Solicitation	7.9.4	57	Vendor X will work with an Authorized User using federal funds and any additional terms applicable to federal funding shall be as mutually agreed by Vendor X and such Authorized User in the Authorized User Agreement.	If Bidder cannot meet the <u>required</u> terms and conditions of an Authorized User RFQ, Bidder can respond with a No Bid. Please see Section 7.3 - Conflict of Terms.
153	Solicitation	7.11	58	In the event of any suspicion or determination of Vendor X's non-responsibility, Vendor X shall have a reasonable period (not less than thirty (30) days) to cure any such concerns or non-responsibility prior to Commissioner or OGS's right to suspend or terminate the resulting contract. Vendor X is reviewing the obligations and responsibilities in this section and provide any further comments in its response.	OGS respectfully declines to make the requested change. As per Solicitation Section 7.11 - Contractor Responsibility, upon Written notice to the Contractor, and <u>a reasonable opportunity to be heard</u> with appropriate OGS officials or staff, the resulting Contract <u>may be terminated</u> by the Commissioner of OGS. (Emphasis added)
154	Solicitation	7.11.7	60	See Vendor X's comment to Sections 6.35 and 6.36.3. [Questions 133 and 136]	OGS respectfully declines any changes this statement may imply.
155	Solicitation	7.11.8	60	Vendor X will cooperate with third-party CPE contractors of Authorized Users and use commercially reasonable efforts to assist with resolution of technical issues that may arise from the performance of the services; provided however that Vendor X will not be responsible for providing support and maintenance for any network, equipment or software not provided and installed by Vendor X or for issues or problems beyond Vendor X's direct control.	OGS respectfully declines any changes this statement may imply.
156	Solicitation	7.11.10	60	Vendor X will provide its drug and alcohol policy.	Bidder will be required to comply with Solicitation Section 7.11.10 - Drug and Alcohol Use Prohibited.
157	Solicitation	7.11.12	60	Vendor X will provide its sexual harassment policy.	Bidder will be required to comply with Solicitation Section 7.11.12 - Sexual Harassment.

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158	Solicitation	7.11.13	60	Vendor X proposes certain additional terms in Attachment 1 to this questionnaire document to be included with any resulting contract and incorporated into an Authorized User Agreement.	OGS respectfully declines any changes this statement may imply. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. If Bidder has questions, please pose specific questions in Round 2 of Bidder Inquiries.
159	Solicitation	7.13	61	Vendor X's participation in any electronic procurement system shall be subject to obligations of confidentiality with respect to any third party provider for eProcurement and other reasonable and customary terms and conditions.	OGS respectfully declines any changes this statement may imply.
160	Solicitation	7.14	61	Vendor X will confirm compliance with this section and address any further comments in its response.	As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. If Bidder has questions, please pose specific questions in Round 2 of Bidder Inquiries.
161	Solicitation	7.16	61-62	Vendor X and an Authorized User may mutually agree in writing on any additional reporting requirements in an Authorized User Agreement. Vendor X will confirm the reporting requirements in this section and address any further comments in its response.	If Bidder cannot meet the required terms and conditions of an Authorized User RFQ, Bidder can respond with a No Bid. Please see Section 7.3 - Conflict of Terms. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. If Bidder has questions, please pose specific questions in Round 2 of Bidder Inquiries.
162	Solicitation	7.18	62-63	Vendor X to confirm compliance with this section and address any further comments in its response.	As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. If Bidder has questions, please pose specific questions in Round 2 of Bidder Inquiries.
163	Solicitation	7.19	64	Please provide additional clarity as to what is meant by "other New York State Contracts."	Please refer to Appendix B Section 2(f) - Definitions, Centralized Contract. For example, Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM)
164	Solicitation	7.21.1	65	Vendor X will provide its security and privacy standards in lieu of the IT standards referenced in this section.	Bidder will be required to comply with Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations.
165	Solicitation	7.22	65	Vendor X will provide a description of its network security policies and procedures, including without limitation, its fraud control and prevention policies in lieu of the network security compliance requirements in the Solicitation.	Bidder will be required to comply with Solicitation Section 7.22 - Network Security.

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166	Solicitation	7.22.2	65	Vendor X to confirm the requirements in this section and address any additional comments in its response.	Bidder will be required to comply with Solicitation Section 7.22.2 - Requests for Data by Third Parties.
167	Solicitation	7.22.5	66	The privacy laws (i.e., FERPA, HIPAA, and HITECH) specified in this section are not applicable to Vendor X's provision of the services and Vendor X proposes replacing this section with Vendor X's privacy policies and practices to be provided in Vendor X's response.	Bidder will be required to comply with Solicitation Section 7.22.5 - Confidentiality and Privacy Policies and Laws. If Bidder cannot meet the required terms and conditions of an Authorized User RFQ, Bidder can respond with a No Bid. Please see Section 7.3 - Conflict of Terms.
168	Solicitation	7.23.4	66	Please clarify what is meant by a "data owner facing audit report."	Please see revised Solicitation Section 7.23.4 - Contractor Performance Audit. The data owner facing audit report requirement has been removed.
169	Solicitation	7.23.5	66-67	Once Vendor X provides notification to OGS and the Authorized User that a service is nearing End-of-Life, the service will be supported no less than 12 months, consistent with Section 66 of Appendix B.	Please see revised Solicitation Section 7.23.5 - Legacy Services or Legacy Devices. The 18 month requirement has been changed to a 12 month requirement.
170	Solicitation	7.23.5.1	67	See Vendor X's exception to Section 7.23.5. [Question 169]	Please see revised Solicitation Section 7.23.5 - Legacy Services or Legacy Devices.
171	Solicitation	8.2	70	Vendor X shall specify and list its standards compliance in its response.	As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period.
172	Solicitation	8.3	70	In the event of any requested service change by an Authorized User, Authorized Users shall remain responsible for unpaid portions of any construction or other ICB charges.	OGS respectfully declines any changes this statement may imply. If Bidder has questions, please pose specific questions in Round 2 of Bidder Inquiries.
173	Solicitation	8.5	71	Vendor X will maintain and retain all invoicing and service records for a period of three (3) years from the date of final invoice or service or as required by law. Vendor X will use commercially reasonable efforts to provide such reports within 10 business days of request by OGS and/or an Authorized User.	OGS respectfully declines to make the requested change.
174	Appendix B - General Specifications (April 2016)	14 Site Inspection	5	Vendor X proposes clarification that Site inspections will be performed as mutually agreed in writing by the parties in the Authorized User Agreement.	OGS respectfully declines to make the requested change.
175	Appendix B - General Specifications (April 2016)	27 Scope Changes	6	Vendor X proposes deletion of the word "materially" in the first sentence of Section 27 such that scope changes that are required and unilaterally imposed on Vendor X do not alter the general scope of the Contract.	OGS respectfully declines to make the requested change.
176	Appendix B - General Specifications (April 2016)	44 Savings/Force Majeure	9	Vendor X proposes deletion of Section 44(b) as it is unclear how this requirement would apply to the services.	OGS respectfully declines to make the requested change.
177	Appendix B - General Specifications (April 2016)	48(d) Reimbursement of Costs Incurred	11	Vendor X proposes deletion of Section 48(d).	OGS respectfully declines to make the requested change.
178	Appendix B - General Specifications (April 2016)	54(b) Title and Ownership	11	Vendor X proposes deletion of Section 54(b) as not applicable to the services.	OGS respectfully declines to make the requested change.
179	Appendix B - General Specifications (April 2016)	54(c) and (f) Product Warranty / Workmanship Warranty	11, 12	Notwithstanding anything to the contrary in Appendix B, the service credits and termination rights set forth in the SLAs are OGS' and Authorized Users' sole and exclusive remedy for service level commitment failures.	OGS respectfully declines to make the requested change.
180	Appendix B - General Specifications (April 2016)	57 Indemnification Relating to Infringement	13	Vendor X proposes the following additional exclusion to Vendor X's indemnification obligation in Section 57: Vendor X shall have no obligation to the extent the claim is attributable to content accessed, stored, or transmitted via the service.	OGS respectfully declines to make the requested change.
181	Appendix B - General Specifications (April 2016)	61 Product Acceptance	15,16	Services will be deemed accepted when they are operational and the customer is so notified. Billing will commence on that notice. If a service fails to materially meet the agreed upon written specifications within the following thirty-day period, Vendor X shall correct the problem, credit services to that date, and re-start the 30-day period.	OGS respectfully declines to make the requested change.

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182	Solicitation	6.30	46	CIPA compliant filtering request. What means of filtering the Internet will be expected and/or required specifically for E-Rate Internet Access referred to in this section? This appears to conflict with the requirement stated in the Glossary under Section 1.11 of Definitions of Managed Services where it states that this Solicitation is not to include any Managed Services such as "... managed firewalls, web content management, protection against denial of service, or any combination of the listed services."	As per revised Solicitation Sections, 3.2.1.1(a) - Internet Access Services, 3.2.1.2(c) - Internet Access Services, and 6.30 - Internet Access Services, the paragraph referencing the Children's Internet Protection Act (CIPA) has been deleted. However, as per Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations, if required by OGS or an Authorized User, Contractor will provide verification of compliance with specific Federal, State and Local regulations, laws and IT standards that the Authorized User is required to comply with.
183	Solicitation	1.6	10	Will NYS OGS be willing to extend to the due date of solicitation 23100?	OGS respectfully declines to make the requested change.
184	General	N/A	N/A	Corresponding changes to the comments submitted herein, may be proposed throughout the Solicitation in Vendor X's response.	As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period.
185	Solicitation	2.2	17	Are emergency responders' land mobile radios included within this contract?	No.
186	Solicitation	1.1	8	Please provide additional information on how the State plans to efficiently migrate existing services from the current agreement to the replacement contract. Will the State provide authorization to transfer all Authorized Users to the replacement agreement? Will the incumbent Contractor and the State mutually agree upon a detailed roadmap to ensure a smooth, efficient transition to avoid Authorized Users reverting to tariff rates?	Please see new Solicitation Section 7.21.4 - Contract Migration.
187	Solicitation	2.4	18	Please further define implementation services.	Implementation services may include but are not limited to planning, strategizing, designing, analyzing, advising, and ongoing management.
188	Solicitation	3.2.1.1(b)	21	CIPA filtering would not be done by the Internet Access Service Provider. This type of filtering is done by CPE at the customer's premises or by a Cloud solution, both of which are prohibited in this solicitation. Vendor requests removal of this requirement.	As per revised Solicitation Sections, 3.2.1.1(a) - Internet Access Services, 3.2.1.2(c) - Internet Access Services, and 6.30 - Internet Access Services, the paragraph referencing the Children's Internet Protection Act (CIPA) has been deleted. However, as per Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations, if required by OGS or an Authorized User, Contractor will provide verification of compliance with specific Federal, State and Local regulations, laws and IT standards that the Authorized User is required to comply with.
189	Solicitation	6.14	43	Due to environmental concerns, please confirm that electronic instruction manuals are acceptable.	As per revised Solicitation, Section 6.14 - Instruction Manuals has been deleted.
190	Solicitation	6.21	44	Please reconsider the requirement for voicemail in the voice connectivity lot group to be included at no additional cost on all lines. This requirement should be revised as most Authorized Users today order services without voicemail. By forcing the vendor to include voicemail you are subjecting Authorized Users to a potential higher cost SKU. In addition voicemail can interfere with alarms and other services that Authorized Users may use.	As per revised Solicitation Section 6.21 - Voicemail, if requested by an Authorized User, Contractors offering Voice Connectivity Services or applicable Mobile Communication Connectivity Services must provide basic voicemail to the Authorized User at no additional cost.
191	Solicitation	6.27	45	Depending on underlying technology temporary suspension of service may not be a technically feasible option. Vendor would advise the Authorized User during negotiation of seasonal service of the right technology to use. Please confirm this is acceptable to NYS	OGS respectfully declines to make the confirmation. Please provide your suggested "right technology to use" in the second inquiry period. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period.
192	Solicitation	6.31	46	Please provide additional information on this requirement. Payment of charges related to switching providers is not a current standard industry practice.	As per revised Solicitation, Section 6.31 - Oversubscription has been deleted in its entirety.

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193	Solicitation	6.32	47	Please provide additional information on this requirement. Payment of charges related to switching providers is not a current standard industry practice.	Please see revised Solicitation Section 6.32 - Speed.
194	Solicitation	6.33	47	Please confirm that the requirement that services be provided in the United States does not extend to the back office support, follow the sun maintenance support, or Contractor's use of third party office suite services that may rely on certain offshore administrative services.	As per revised Solicitation, Section 6.33 - CONUS has been deleted.
195	Solicitation	6.5	41	Please clarify your intent with this provision with regard to additional reactivation charges? Once a service is de-installed, there is a cost associated with installing the service again.	Please see revised Solicitation Section 6.27 - Temporary Suspension of Services.
196	Solicitation	6.6	41	Please confirm which Lots this requirement applies to. Certain services require physical installation of new facilities to deliver a modified service, please confirm these connection charges would continue to apply as they do in the existing contract.	Please see revised Solicitation Section 6.6 - No Charge Services - Lot 3 Only.
197	Solicitation	7.13	61	Please confirm that the electronic procurement system described in Section 7.13 is the same as that described in 7.12.	OGS respectfully declines to make the confirmation. As per Solicitation Section 7.12 - New York State Statewide Financial System (SFS), New York State is currently operating on an Enterprise Resource Planning (ERP) System, Oracle PeopleSoft software, referred to as the Statewide Financial System (SFS). SFS is currently on PeopleSoft Financials version 9.2. SFS supports requisition-to-payment processing and financial management functions. As per Solicitation Section 7.13 - Electronic Procurement Systems (Eprocurement), Contractor shall, in the event the State implements a Web-based System to support catalog purchasing and upon at least one hundred twenty (120) Days notice, participate as directed by Procurement Services to successfully activate and maintain a Contract and technically compliant catalog.
198	Solicitation	7.5	51	New York's tax exempt status currently does not extend to certain surcharges and fees, is the intention to depart from existing contractual and industry standard practice that certain surcharges and fees apply? On the current NYS OGS CTS contract, the state pays fees and certain surcharges.	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.
199	Solicitation	7.23.5	66	As specified in Appendix B, Section 66, would the State consider a support period of no less than 12 months and to limit the obligation to "at least equivalent functionality"? The provision could be interpreted to require contractors to provide better Telecommunication Connectivity Service at an equal or lower price even if an equal replacement service is available.	Please see revised Solicitation Section 7.23.5 - Legacy Services or Legacy Devices. The 18 month requirement has been changed to a 12 month requirement. Bidder is incorrect in its assumption that contractors are required to provide better Telecommunication Connectivity Service at an equal or lower price even if an equal replacement service is available.
200	Solicitation	7.8.10	55	Today, this detail is available on vendor's web portal. Please confirm that this is acceptable.	OGS respectfully declines to make the confirmation. OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid.
201	Solicitation	8.3	70	Please clarify what the State means by Network changes; is the State referring to the customer's services or the vendor's network that is supporting those services? Please clarify the changes which would be performed at no cost and which changes would be chargeable.	As per Revised Solicitation Section 8.3 - Service Changes, the Contractor must not charge the Authorized User a fee for submitting a Service change request. As per Section 8.3.1 - Additions, Contractor must provide additional features, bandwidth, circuits, and/or lines under the terms and conditions, including pricing, of the Authorized User Agreement or Purchase Order.
202	Solicitation	3.2.5.5	24	New York's tax exempt status currently does not extend to certain surcharges and fees, is the intention to depart from existing contractual and industry standard practice that certain surcharges and fees apply? On the current NYS OGS CTS contract, the state pays fees and certain surcharges.	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.

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203	Solicitation	6.2.3	2, 8	Vendor generally provides one visit at no charge; however, if customer does not meet us as promised and we need to return for an additional visit, it would be chargeable. Please confirm the availability to charge for return trips due to Authorized User's failure.	OGS respectfully declines to make the confirmation. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period.
204	Solicitation	6.2.4	39	1) Please clarify what additional Authorized User requirements are being addressed here. 2) Please confirm Authorized Users will be required to provide their additional requirements prior to vendor providing a quote.	1) Authorized Users' additional requirements may include but are not limited to building access, parking, bring your own tools, and access to phone closets. 2) Yes.
205	Solicitation	6.2.7	40	Please confirm this only pertains to vendor cable placement on the Authorized User's premises to describe the pathway required. For security reasons, vendors cannot release cable placement records of the network as a whole.	As per Revised Solicitation Section 6.2.7 - Cable Placement Records, contractor shall provide Authorized Users with details of where the cable is located on the Authorized Users' premises. This information should also point out any applicable circuits, boxes, connectors, or adaptors. This may be provided via Written notice, diagrams, formal blueprints or any method as required by the Authorized User.
206	Solicitation	6.31	46	Please provide additional information on this requirement. Is oversubscription as raised by OGS meant to be pertinent to a particular Lot Group or service? Please provide example. Payment of charges related to switching providers is not a current standard industry practice.	As per revised Solicitation, Section 6.31 - Oversubscription has been deleted in its entirety.
207	Solicitation	6.32	47	Please provide additional information on this requirement. As stated, this requirement is very problematic as vendor does not provide or track average speed. Payment of charges related to switching providers is not a current standard industry practice.	Please see revised Solicitation Section 6.32 - Speed.
208	Solicitation	6.33	47	Please confirm that the requirement that services be provided in the United States does not extend to support services such as back office support, follow the sun maintenance support, or Contractor's use of third party office suite services that may rely on certain offshore administrative services.	As per revised Solicitation, Section 6.33 - CONUS has been deleted.
209	Solicitation	6.36.5	50	Vendor can provide this information electronically via web portal. Please confirm that this is acceptable.	OGS respectfully declines to make the requested confirmation. As per Solicitation Section 6.36.5 - Maintenance/Support Service Sheets, Contractor shall furnish a Maintenance/support service sheet for all support requests to the Authorized User and, if requested, to OGS.
210	Solicitation	6.36.2.1	49	Please confirm that the intent is to follow the federal TSP program. Please elaborate on your intent to ensure only truly critical services are identified as Critical.	Yes, all Bidders must comply with Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations, which includes the Telecommunications Service Priority (TSP) Program.
211	Solicitation	7.11.4	59	How will tariff documents be incorporated into the Contract?	As per Solicitation Section 7.11.4 - Tariff Documents, OGS or Authorized Users, or both, retain the right to require Contractor to submit Tariff documents upon request.
212	Solicitation	7.11.7	60	Please confirm that this requirement is limited to (section 7.11.1.8) the agreed upon communication path, which provides a SPOC.	OGS respectfully declines to make the confirmation.
213	Solicitation	7.16.1	61	Many of the services under this solicitation are subject the FCC's CPNI rules, please clarify whether reports will omit CPNI or provide additional information on how compliance will be obtained from the Authorized Users.	OGS does not understand how the FCC's CPNI rules would apply to Sales Reports. As per 47 U.S. Code Section 222(d)(1), "[n]othing in this section prohibits a telecommunications carrier from using, disclosing, or permitting access to customer proprietary network information obtained from its customers, either directly or indirectly through its agents to initiate, render, bill, and collect for telecommunications services." (Emphasis added) Authorized Users will use the resulting Contract to initiate telecommunications services. Contractors must render telecommunications services to Authorized Users according to the terms and conditions of the resulting Contract. Under the terms and conditions of the resulting Contract Contractors shall submit Sales Reports. If Bidder has additional questions, please pose specific questions in Round 2 of Bidder Inquiries.

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214	Solicitation	7.16.2	62	Please clarify this requirement as development of custom reporting can be expensive. Will custom reporting be set forth in a RFQ if the reporting available on contractor's web portal is not sufficient?	As per Solicitation Section 7.16.2 - Authorized User Required Reports, an Authorized User <u>may</u> require Contractor to provide Management or other Reports. The Authorized User should inform the Contractor of what information would be included in the Report. These Reports must be available to the Authorized User upon request. (Emphasis added)
215	Solicitation	7.22.1	65	Due to the sensitive nature and confidentiality of network security logs and reports, it is not industry standard or sound security practice to provide security logs. Please clarify what security logs and reports are being referenced here.	Per the Section heading, the Solicitation language refers to logs and reports regarding Network Security. If this response does not adequately address your question, please submit a supplemental question in the second inquiry period.
216	Solicitation	7.23.4	66	Please elaborate on the audit report referenced here. Please specify the meaning of "data owner facing audit report"?	Please see revised Solicitation Section 7.23.4 - Contractor Performance Audit. The data owner facing audit report requirement has been removed.
217	Solicitation	7.5.3	52	Government entities in different regions and different levels of government can face different market realities. Would the State consider limiting this provision to New York state and local government customers?	No. As per revised Section 7.5.3 - Best Offer, During the Contract Term, if OGS becomes aware that the Contractor is selling <u>substantially the same or a smaller quantity of a Service outside of the resulting Contract upon the same or similar terms and conditions as that of the resulting Contract</u> at a lower price to a Government Entity, then OGS reserves the right to consult the Contractor. After consulting with each other, OGS may request that Contractor reduce the then current Contract price to the lower price. OGS reserves the right to request information to verify Pricing for the purposes of this clause. (Emphasis added)
218	Solicitation	7.7.2	53	There may be customer or vendor issues that are not identified until the actual installation takes place. These may cause the installation to be delayed until customer or vendor can resolve them. Vendor will make every effort to resolve these issues as quickly as possible, and there may be instances where such issues can be resolved in less than 3 days. Please confirm that making all reasonable efforts to meet the 3-day notification deadline is acceptable.	OGS respectfully declines to make the confirmation. As per Solicitation Section 7.7.2 - Service Initiation and Change Order Time Frames, unless otherwise specified in writing by the Authorized User, the provisions of the section shall apply.
219	Solicitation	7.8	54	Requirements as stated are highly problematic as they would require extensive IT customization of vendors billing platform. Cost for customizing billing requirements unique to NYS would be passed on to the State and the timing of availability of such customization would extend beyond anticipated start date of this contract. Vendor requests that requirement be modified so that the identified fields are not listed as mandatory, but instead vendors are asked to identify which fields can be included without further customization.	Per revised Solicitation Section 7.8 - Invoicing, the requirements have been changed to more accurately reflect NYS Policies.
220	Solicitation	7.8.8	55	Development of a single Unique Account Identifier across all services and billing platforms would be highly problematic as it would require extensive IT customization of vendors billing platform. Cost for customizing billing requirements unique to NYS would be passed on to the State and the timing of availability of such customization would extend beyond anticipated start date of this contract. Vendor requests that requirement be modified such that it is deemed optional or removed.	Per revised Solicitation 7.8.8 - Unique Account Identifier, the requirement has been changed from mandatory to permissive. OGS highly recommends that Contractors incorporate a method for noting when an account is for an Authorized User to eliminate and prohibit the application of inappropriate non-applicable fees or actions.
221	Solicitation	7.8.16	56	Given the potential 10 year contract term, would the State consider removing this provision and relying on the provision in Appendix A, Section 10?	OGS respectfully declines to make the requested change.
222	Solicitation	7.8.3	54	Due to the cost and environmental impact of paper bills and to further incent Authorized Users to utilize electronic billing, will the State agree to a charge for paper billing?	OGS respectfully declines to make the requested change.
223	Solicitation	7.8.4	55	Would the State limit the no fee additional invoice requirement to electronic invoices only?	OGS respectfully declines to make the requested change.
224	Solicitation	7.8.6	55	Due to the variety of services offered under this contract, please confirm acceptance that based on the services provided there may need to be multiple bills rendered as long as vendor provides a portal with all billing information accessible.	OGS respectfully declines to make the confirmation.

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225	Solicitation	7.8.7	55	Due to the variety of services offered under this contract, please confirm acceptance that based on the services provided there may need to be multiple bills rendered as long as vendor provides a portal with all billing information accessible.	OGS respectfully declines to make the confirmation.
226	Solicitation	7.9.2	57	Please clarify the process which will be followed when an Authorized User fails to pay undisputed charges? Is there a limit on how many months an Authorized User can not pay before this requirement no longer applies?	As per Appendix B Section 46 - Authorized User Default, Contractors must comply with all of the provisions of this section during the Contract Term of the resulting Contract.
227	Solicitation	8.1.4.1	69	Please confirm that the project management hours associated with the development and implementation of a project plan is a chargeable item that can be included on the price list.	OGS respectfully declines to make the confirmation.
228	Solicitation	8.3	70	Please confirm that orders can be accepted by the vendor's designated SPOC rather than the Account Manager.	OGS respectfully declines to make the confirmation.
229	Solicitation	8.3.2	70	Please consider removing or modify this requirement. Vendor should not be in position to advise Authorized User regarding their usage. Vendor will not have knowledge of what is in use. For example Voice Connectivity a line may be used only for incoming calls thus not generating any billing. To the extent that Vendor has that information, Authorized Users can obtain that information from the Vendor portal.	OGS respectfully declines to make the requested change.
230	Solicitation	6.7	41	Today under the current contract, contractors and Authorized Users are permitted to enter into Customer Specific Agreements which provide additional discounts when Authorized Users commit to a certain term of service. Will this arrangement be available under this solicitation?	Yes, plans that offer additional discounts may be offered via Appendix C - Contract Modification Procedures. As per Appendix B Section 13 (f) - Pricing, Specific Price Decreases, Contractors may offer Authorized Users competitive pricing which is lower than the pricing listed on the resulting Contract.
231	Solicitation	1.6	10	Since responses to Round 2 questions will not be provided until May 13, will the State consider an extension to the proposal due date?	OGS respectfully declines to make the requested change.
232	Solicitation	4.9	36	Please specify how long a bidder's submission must remain a firm offer? (RFP Section 4.9 states both 180 and 120 calendar days.)	As per revised Solicitation Section 4.9 - Firm Offer, Bidder Submissions must remain an effective offer, firm and irrevocable, for at least one hundred eighty (180) Calendar Days from the due date, unless the time for awarding the resulting Contract is extended by mutual consent of OGS and the Bidder. A Bidder Submission shall continue to remain an effective offer, firm and irrevocable, subsequent to such one hundred eighty (180) Calendar Day period until either tentative award of the resulting Contract by OGS is made or withdrawal of the Bid in writing by the Bidder is made, whichever comes first.
233	Solicitation	7.8.13	56	Certain services only bill upon final completion of the entire order. In some cases a very large complex order may take multiple billing cycles to complete. Would the State consider increasing the 60 day requirement to 180 days?	Please clarify the question with additional information regarding "a very large complex order" in the second inquiry period.
234	Solicitation	7.9.3	57	1. Please clarify what the State means by "re-invoice"? 2. Today, the credit amount and inquiry number is documented on the next invoice after resolution and separate written explanation is provided via email to order initiator, is this acceptable to the State? 3. While vendor strives for accurate invoicing, billing errors do occur. Authorized Users should also have an obligation to raise timely invoice disputes. Would the State consider a reciprocal back billing/ recovery of overpayments limitation where by vendors will not back bill for services beyond 180 days of the then current billing cycle, provided that this is a reciprocal arrangement whereby Authorized Users will make any claims for credit beyond a 180 day period? 4. Providing a monetary refund is difficult and may call reconciliation issues, would the State consider removing the option to request a monetary refund?	1. As per revised Solicitation Section 7.9.3 Disputed Charges, all references to re-invoices have been removed. 2. Yes. 3. OGS respectfully declines to make the requested change. 4. OGS respectfully declines to make the requested change.

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235	Appendix B - General Specifications (April 2016)	App. B and Pricing Sheet		Today this vendor and other vendors offer voice connectivity services via customer specific agreements in which the Authorized User commits to term and volume to achieve more advantageous pricing. Under the proposed RFQ option will Authorized Users be able to commit to term and volume in return for advantageous pricing? Additionally if term and volume is not met the Authorized User is responsible for paying the not to exceed price for the term the service has been installed.	No, plans that offer additional discounts may be offered via Appendix C - Contract Modification Procedures. As per Appendix B Section 13 (f) - Pricing, Specific Price Decreases, Contractors may offer Authorized Users competitive pricing which is lower than the pricing listed on the resulting Contract.
236	Solicitation	3.2.1	Muliptle Pages	Do you want service description in soloiication word document and procing 2 spreaddheet?	As per Attachment 1 - Administrative Information, provide the service descriptions in the requested format on the USB Flash Drive. As per Section 4.2.1 - Electronic Bidder Submissions, Bidder Submissions shall be saved in separate unprotected files in Microsoft Office products (Word and Excel) in product release 2010 or higher, or searchable PDF.
237	Attachment 2 - Pricing			Is there any instance where procing for a product can be done as and ICB?	No. As per revised Solicitation Section 7.5.1 - Not to Exceed, the prices shown on the OGS Centralized Contract are must be not to exceed prices. Contractor shall not charge Authorized Users prices that exceed the amount listed on the Contractor's pricelist.
238	Appendix B - General Specifications (April 2016)	13(f) Pricing; Specific Price Decreases	5	Will OGS consider removing this sub (f) from the RFP and resulting contract to the extent these provisions require Bidder to provide Most Favored Customer pricing? Bidder recognizes the State's buying power and strives to provide the most competitive pricing available. However, offering true most favored customer pricing presents several challenges for Bidder: (i) as a common carrier, Bidder is prohibited by law from unreasonably discriminating between similarly situated customers; (ii) offering such pricing may trigger provisions in other Bidder agreements compelling Bidder to provide credits or rebates to other customers or categories of customers, which may not be commercially feasible, thereby placing Bidder in breach or default; and (iii) providing most favored customer pricing is against Bidder corporate policy. Bidder will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Bidder charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.	OGS respectfully declines to make the requested change. Please pose more specific questions in Round 2 of Bidder Inquiries.
239	Solicitation	1.8	10	Will OGS permit Bidders to include via URL or attachment(s) operational product-specific or pricing terms and conditions that do not conflict with the Appendix A, Appendix B, or the Solicitation?	OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid. Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.

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240	Solicitation	1.11	11	Accessory: Based on the definition provided, Bidder requires additional clarification as to whether or not is it OGS' intent the Authorized User will receive the Hardware (mobile telephones, cellular telephones, etc.) at no charge/charge as this is inconsistent with the current contract for Comprehensive Telecommunication?	As per revised Solicitation Sections, 1.11 - Definitions, 2.3 - Mobile Communication Connectivity Services, and 6.14 - Devices, all Devices shall be compatible with The Telecommunication Provider's Mobile Communication Connectivity Services. The Telecommunication Provider shall offer at least one of each of the following: mobile telephone, cellular telephone, satellite telephone, satellite communicator, pager, SIM card, or portable hot spot that is compatible with its Mobile Communication Connectivity Services as an Accessory Device as defined in Section 1.11 Definitions above. The Telecommunication Provider may offer Subsidized Devices, or Unsubsidized Devices as defined in Section 1.11 Definitions above. If the Telecommunication Provider offers Subsidized Devices or Unsubsidized Devices, then their Mobile Communication Connectivity Service offerings must be labeled as Subsidized or Unsubsidized. All Devices must meet the requirements of Section 6.14 - Devices.
241	Solicitation	1.11	11	Accessory: Based on the definition provided, Bidder requires additional clarification as to why Authorized Users will return the Hardware (mobile telephones, cellular telephones, etc.) when the Service is discontinued. As Renting and Leasing is not allowed under this Contract, Authorized User will own the Hardware.	Please see revised Solicitation Section 1.11 - Definitions, Accessory Device.
242	Solicitation	1.11	13	Hardware: Bidder respectfully requests OGS redefines and/or further clarifies the definition of "Hardware" as the current definition conflicts with the definition of "Device" and the "Hardware" defined as part of the Accessories.	Please see revised Section 1.11 - Definitions, Accessory Device.
243	Solicitation	1.11	13	Mobile Communication Connectivity Services: Bidder respectfully requests Mobile Communication Connectivity Services be redefined as follows: Telecommunication Connectivity Services that provides customers with Voice Connectivity Services, or Data Connectivity Services, or any combination of both through a Telecommunication Provider's Mobile Network, excluding Accessories, Devices, Equipment or Hardware.	OGS respectfully declines to make the requested change.
244	Solicitation	1.11	14	Mobile Network: Bidder respectfully requests the removal of item (2) "assume the responsibility for Authorized User Data transmitted on the Mobile Network" from the definition of Mobile Network. Telecommunication Providers would not assume responsibility of an Authorized User's data transmitted on its network(s). A Telecommunications Provider merely acts as a conduit transporting information.	OGS respectfully declines to make the requested change.
245	Solicitation	1.11	14	Network: Bidder respectfully requests the removal of item (2) "assume the responsibility for Authorized User Data transmitted on the Mobile Network " from the definition of Network. Telecommunication Providers would not assume responsibility of an Authorized User's data transmitted on its network(s). A Telecommunications Provider merely acts as a conduit transporting information.	OGS respectfully declines to make the requested change.
246	Solicitation	1.11	15	Reseller: Bidder respectfully requests clarification of the definition of "Reseller" as Bidder is not the manufacturer of "Hardware" as defined as part of the Accessory definition of this Solicitation. Per the definition, "Resellers are specifically excluded from the Scope of this Solicitation". Arguably, this disqualifies most Telecommunication Providers who will be offering Accessories and Hardware in response to this Solicitation. Based on the foregoing, Bidder respectfully requests the following be removed from the definition: "Resellers are specifically excluded from the Scope of this Solicitation".	OGS respectfully declines to make the requested change.
247	Solicitation	1.11	15	Software: Bidder respectfully requests clarification of the definition of "Software". "Hardware" as defined as part of the Accessory definition of this Solicitation may be embedded with software applications by a manufacturer. Based on the foregoing, Bidder respectfully requests the following be removed from the definition: "Software is excluded from the Scope of this Solicitation and shall not be provided directly to Authorized Users under the resulting Contract.	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
248	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Affiliate" is a legal entity that directly or indirectly controls, is controlled by, or is under common control with the party. An entity is considered to control another entity if it owns, directly or indirectly, more than 50% of the total voting securities or other similar voting rights.	OGS respectfully declines to make the requested addition.
249	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Confidential Information" means nonpublic information (A) about the Discloser or the Discloser's business and operations, (B) given to the Recipient in any tangible or intangible form for Recipient's use in connection with this Agreement or discussions, negotiations or proposals related to any contemplated business relationships between the parties, and (C) that the Recipient knows or reasonably should know is confidential because of its legends, markings, the circumstances of the disclosure or the nature of the information. Confidential Information includes the pricing and terms of this Agreement. "Discloser" means the party disclosing Confidential Information, and "Recipient" means the party receiving Confidential Information.	OGS respectfully declines to make the requested change. All Bid Submission documents are subject to disclosure under the Freedom of Information Law (FOIL). FOIL redaction requests can be submitted on Attachment 1 - Administrative Information, FOIL Redaction.
250	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Customer Proprietary Network Information" or "CPNI". As Contractor provides Accessories and Services to Customer, Contractor develops information about the quantity, technical configuration, type and destination of Accessories and Services Customer uses, and other information found on CAuthorized User's bill ("Customer Proprietary Network Information" or "CPNI"). Under federal law, Authorized User has a right, and Contractor has a duty, to protect the confidentiality of CPNI. Contractor's privacy policy, as amended from time to time, includes information about Contractor's CPNI and other data practices and can be provided upon request.	OGS respectfully declines to make the requested addition.
251	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Contractor Service Provider Affiliate" means an entity that has entered into an arrangement with Contractor to construct wireless network coverage, perform operational functions in defined geographic areas, and provide wireless telecommunications products and services under the "Contractor" service marks or any other service marks subsequently used by Contractor. "Contractor Service Provider Affiliate Market" means the regions of the United States covered by Contractor Service Provider Affiliates.	OGS respectfully declines to make the requested addition.
252	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Service" means Data Connectivity Services, Legacy Service, Mobile Communication Services, Telecommunication Connectivity Services, Voice Connectivity Services, and may be used interchangeably throughout the Solicitation.	OGS respectfully declines to make the requested addition.
253	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Minimum Service Term" means that Services may require a device or business plan to remain activate for a minimum period of time. The Minimum Service Term begins on the wireless device purchase date and ends on the expiration of the device Minimum Service Term or the business plan. The applicable Minimum Service Term(s), if any are available by contacting Contractor's Account Representative.	OGS respectfully declines to make the requested addition.
254	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Order Term" means that Contractor will charge Authorized User a fixed net monthly recurring charge and fixed net not recurring charge for the applicable amounts for each domestic dedicated internet access "site", with an individual Order Term of 1, 2, 3 years or longer, installed or in service during term. If a wireline Product or Service is subject to an Order Term as of the expiration of the Contract term, that Product or Service will continue to receive the pricing and discounts set forth in the applicable Order until the earlier of the expiration of the applicable Order Term or the termination of the wireline Product or Service.	OGS respectfully declines to make the requested change.

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255	Solicitation	1.11	15	Bidder respectfully requests OGS add the following definition: "Product" shall have the same meaning as "Hardware" as defined in the Accessory definition of this Solicitation.	OGS respectfully declines to make the requested addition.
256	Solicitation	1.13	16	Bidder respectfully requests OGS modifies the Conflict of Terms provision to include the final negotiated Contract as referenced in Section 4.12 Incorporation and Bidder's final Solicitation response including any and all Best and Final Offers, Clarifications and allowed negotiated extraneous terms ("Bidder's Solicitation Response"), as applicable, which would modify this provision as follows: "Conflicts among the documents in the Solicitation shall be resolved in the following order of precedence: 1. Contract; 2. Bidder's Solicitation Response, including any attachments; 3. Appendix A, Standard Clauses for New York State Contracts (January 2014); 4. The Solicitation; 5. Appendix B, General Specifications; and 6. Other Appendices and Attachments." Bidder requests this modification to ensure Bidder and OGS captures agreed upon changes to the Solicitation requirements.	OGS respectfully declines to make the requested change. As per Solicitation Section 1.13 - Conflict of Terms conflicts among the documents in the Solicitation shall be resolved according to the order of precedence in Section 1.13. As per Solicitation Section 7.3 - Conflict of Terms conflicts among the documents in the resulting Contract shall be resolved according to the order of precedence in Section 7.3.
257	Solicitation	2.1	17	Bidder respectfully requests OGS clarify its need for "Voice Over Internet Protocol (VOIP) Service" as most Telecommunication Providers now offer VOIP as a cloud service and solution, which OGS has indicated in this Solicitation shall not be offered.	As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services. OGS will determine as to the appropriate Lot(s) during the evaluation process. As per Solicitation Section 4.11.1 - New York State Reserved Rights, OGS reserves the right to exclude any Services that do not fall within the scope of the Solicitation.
258	Solicitation	2.1	17	Bidder respectfully requests OGS clarify its need for "International Service" as most Telecommunication Providers now offer International Service through VOIP as a cloud service and solution, which OGS has indicated in this Solicitation shall not be offered.	As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services. OGS will determine as to the appropriate Lot(s) during the evaluation process. As per Solicitation Section 4.11.1 - New York State Reserved Rights, OGS reserves the right to exclude any Services that do not fall within the scope of the Solicitation.
259	Solicitation	2.1	17	Bidder respectfully requests OGS clarify its need for "Local Exchange Service" as most Telecommunication Providers now offer Local Exchange Service through VOIP as a cloud service and solution, which OGS has indicated in this Solicitation shall not be offered.	As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services. OGS will determine as to the appropriate Lot(s) during the evaluation process. As per Solicitation Section 4.11.1 - New York State Reserved Rights, OGS reserves the right to exclude any Services that do not fall within the scope of the Solicitation.
260	Solicitation	2.1	17	Bidder respectfully requests OGS clarify its need for "Local Distance Service" as most Telecommunication Providers now offer Local Distance Service through VOIP as a cloud service and solution, which OGS has indicated in this Solicitation shall not be offered.	As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services. OGS will determine as to the appropriate Lot(s) during the evaluation process. As per Solicitation Section 4.11.1 - New York State Reserved Rights, OGS reserves the right to exclude any Services that do not fall within the scope of the Solicitation.
261	Solicitation	2.2	17	Bidder respectfully requests OGS define "Connectivity Services over Cables".	OGS respectfully declines to make the requested change.
262	Solicitation	2.2	17	Bidder respectfully requests OGS define "Fixed Wireless Service".	OGS respectfully declines to make the requested change.
263	Solicitation	2.2	17	Bidder respectfully requests OGS define "Premises Based IP Address Services".	OGS respectfully declines to make the requested change.
264	Solicitation	2.3	18	Bidder respectfully requests OGS define "Data Service for Non-Cellular Mobile Communication Devices".	OGS respectfully declines to make the requested change.

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265	Solicitation	2.4	18	Bidder respectfully requests OGS define "Implementation Services". Generally, Bidder offers implementation of services as part of its holistic sales and customer care process which includes large deployments and the activation of service for Hardware as defined as part of the Accessory definition or installation of circuits required for services in LOT 1 and LOT 2.	OGS respectfully declines to make the requested change.
266	Solicitation	2.4	19	Bidder understands Products and Services that are available for purchase under other OGS Centralized Contracts and therefore are excluded from this Solicitation. Please describe the process for Bidder to be added as awarded Contractor under the other OGS Centralized Contracts.	Refer to Information Technology Umbrella Contract - Manufacturer Based (Group 73600 Award 22802) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022802can.HTM). Refer to Information Technology Umbrella Contract - Distributor Based (Group 73600 Award 22876) for additional information. (https://online.ogs.ny.gov/purchase/snt/awardnotes/7360022876can.HTM).
267	Solicitation	3.2.1.2(a)	22	Bidder respectfully requests OGS acknowledges the following: Contractor does not guarantee coverage in any specific area at any specific time. Coverage shown on coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.	As per Solicitation Section 3.2.1.2(a) - Required Coverage, the service coverage map must depict the proposed Service's availability.
268	Solicitation	3.2.1.2(d)	22	Bidder requires additional clarification as to why Authorized Users will return the Hardware (mobile telephones, cellular telephones, etc.) when the Service is discontinued. As Renting and Leasing is not allowed under this Contract, Authorized User will own the Hardware.	Solicitation Section 3.2.1.2(d) has been removed.
269	Solicitation	3.2.3	23	Bidder respectfully request OGS remove this section 3.2.3 NET NEUTRALITY as a requirement to this Solicitation based on the following: The subject of net neutrality is currently unsettled and in an extreme state of flux given the current litigation, the appeals of the FCC's latest action, and the possibility of future FCC and Congressional activity regarding this matter. Given Bidder does not know how or what parameters net neutrality requirements will affect its business, Bidder cannot agree to the State's fairly broad requirements presented in light of a potential Contract term that could extend out to 10-years if all renewal options are exercised by the Bidder and OGS. Bidder understands the importance of a free and open internet and has no intentions of engaging in activities that discriminate among content providers or applications or interfere with Authorized Users access to the content and applications of their choice.	OGS respectfully declines to remove Solicitation Section 3.2.3 - Net Neutrality.

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270	Solicitation	3.2.5.5	24	<p>Bidder respectfully takes exception to this provision as OGS and its Authorized Users are exempt from state and local sales tax in the State of New York. The following will apply to Lot 3 Services in the State of New York: State Telecomm Excise Recovery 2.9% MCTD Excise Surcharge .721% Local Telecomm Excise Recovery 1.974% State 911 Fee \$1.20 per subscriber Local 911 Fee - generally \$.30 per subscriber. Varies in some jurisdictions. State of New York would also be subject to the Federal Univ Serv Assessment of 7.03% Non-LD and the Federal Univ Assessment of 18.8%. All rates above and below are all subject to change and the Federal Univ Assessment typically changes quarterly. The following will apply to Lot 1 and Lot 2 Services: Carrier Universal Service Charge 18.8% Prop Tax/Reg Fee 6.48% State Gross Receipts Surcharge 2.5% Dist Gross Receipts Surcharge .595% Local Telecomm Excise Recovery 2.35% 911 Fee- Rate Varies Bidder will honor valid tax exemption certificates</p>	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.
271	Solicitation	3.2.6	25-27	<p>Bidder has read, understands and respectfully requests OGS acknowledges the following clarification: For Mobile Communication Connectivity Services, Bidder will be able to provide the GSA contract as the acceptable documentation of reasonableness of price. For Data Connectivity Services and Voice Connectivity Services of Lot 1 and Lot 2, Bidder will be able to provide a NYS Centralized Contract Pricelist or Sales Report. Bidder cannot provide the details of other Government Entity contracts or paid invoices or receipts from Government Entities as those items are considered confidential and proprietary. Futher, MSRP generally relates to equipment.</p>	OGS respectfully declines any changes this statement may imply.
272	Solicitation	4.11.2	37	<p>Bidder respectfully requests OGS remove the following statement from subitem B: ", and to approve such Subcontractors;". Bidder does not agree with Authorized User's right to reject Bidder's subcontractors. As prime vendor, Bidder is responsible for overall service performance and requires the ability to manage its subcontractors as necessary to fulfill the overall service performance if and when a subcontractor is required.</p> <p>Bidder does not consider local exchange carriers to be Bidder subcontractors and will not be responsible for the actions or inactions of access providers.</p>	OGS respectfully declines to make the requested change.
273	Solicitation	4.12	37	<p>Bidder respectfully requests OGS modifies this provision as follows: All of the successful Bidder's Bidder Submission and of this Solicitation shall be incorporated into a final Contract. The final Contract shall be a separate document executed by Contractor and OGS having its own provision governing conflict of terms. Bidder requests this modification to ensure Bidder and OGS captures agreed upon changes to the Solicitation requirements.</p>	OGS respectfully declines to make the requested change.
274	Solicitation	6.5	41	<p>Bidder respectfully requests OGS acknowledges the following for Services provided in LOT 1 and LOT 2: Once a LOT 1 and LOT 2 service(s) are disconnected, that service may not be reconnected or re-installed within the 180 days of original disconnection. Reconnection or re-installation will be based on the LEC.</p>	Please see revised Solicitation Section 6.27 - Temporary Suspension of Services.
275	Solicitation	6.6	41	<p>Bidder respectfully requests OGS acknowledges the following for Services provided in LOT 1 and LOT 2: If an Authorized User cancels service(s) during the Order Term, the Authorized User may be subject to an early termination fee to compensate for the charges Bidder incurs from the Local Exchange Carrier (LEC)</p>	Please see revised Solicitation Section 6.5 - No Termination and revised Solicitation Section 6.6 - No Charge Services - Lot 3 Only.

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276	Solicitation	6.7	41	Bidder respectfully takes exception to this provision. Services of Lot 1 and Lot will require an Order Term as defined above. Services of Lot 3 will require a Minimum Service Term as defined above.	OGS respectfully declines any changes this statement may imply.
277	Solicitation	6.8	41-42	Bidder respectfully requests OGS remove the following statement from the first paragraph: "provided that Authorized Users agree to Contractor's use of Subcontractors". Bidder does not agree with Authorized User's right to reject Bidder's subcontractors. As prime vendor, Bidder is responsible for overall service performance and requires the ability to manage its subcontractors as necessary to fulfill the overall service performance if and when a subcontractor is required. Bidder does not consider local exchange carriers to be Bidder subcontractors and will not be responsible for the actions or inactions of access providers.	OGS respectfully declines to make the requested change.
278	Solicitation	6.12	42	Bidder respectfully requests OGS removes this section as a requirement to the Solicitation as Bidder views the disclosure of this information as confidential and proprietary.	OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid. Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.
279	Solicitation	6.12	42	Bidder respectfully requests OGS acknowledges the following clarification: Contractor does not guarantee coverage in any specific area at any specific time. Coverage shown on coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.	As per Solicitation Section 6.12 - Coverage Guarantee, Contractor <u>may be required</u> by OGS or an Authorized User to describe how it will maintain comprehensive, dependable, and uniform coverage for its Service. (Emphasis added)
280	Solicitation	6.2	45	Bidder requests OGS acknowledges the following clarification: Before a telephone number previously used with another carrier can be used on the Bidder's Networks, an Authorized User must provide information about the account with the other carrier, such as the account number, social security number or tax identification number, telephone number, 5 digit zip code and password, if applicable, and purchase wireless Products from Bidder. Until the port from the previous carrier is successful, the Bidder wireless Product will only be able to call 911 and Bidder Customer Care. Once the port is completed, an Authorized User's old device will no longer work. However, due to system limitations and issues outside of Bidder's control, some requests to port a telephone number from another carrier to Bidder, or from Bidder to another carrier, may not be successful.	OGS respectfully declines to make the requested change.

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281	Solicitation	6.27	45	Bidder respectfully takes exception to this provision and requests OGS updates the provision to reflect temporary suspensions of service at a low cost not no cost. The Seasonal Standby Plan allows Authorized to place up to 5% of its then-current number of active units on inactive status for a period not to exceed 9 consecutive months.	<p>OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid.</p> <p>As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract.</p> <p>As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.</p> <p>Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.</p>
282	Solicitation	6.27	45	Bidder respectfully takes exception to this provision for Services of Lot 1 and Lot 2 as Bidder cannot temporarily suspend traditional wireline type services.	OGS respectfully declines any changes this statement may imply.
283	Solicitation	6.28	45-46	Bidder respectfully requests OGS acknowledges the following clarification: Contractor does not guarantee coverage in any specific area at any specific time. Coverage shown on coverage maps is a general prediction of outdoor coverage, and does not guarantee that coverage will be available at all covered geographic areas at all times. Wireless coverage is impacted by, among other things, terrain, weather, antenna location, system modification, foliage and man-made structures (such as buildings), and therefore cannot be predicted precisely at all times.	As per Solicitation Section 6.28 - Required Coverage - Mobile Communication Connectivity Services, Contractor must describe potential coverage area limitations as they apply to the coverage requirements of this section.
284	Solicitation	2.2	17	Can we include SD-WAN product	No. As per Solicitation Section 1.11 - Definitions, examples of Managed Services may include but are not limited to: SD-WAN, web hosting, video networking, audio networking, unified messaging, hosted contact center, managed firewalls, web content management, protection against denial of service, or any combination of the listed services. Managed Services as defined above are expressly outside of the scope of this Solicitation.
285	Solicitation	2.2	17	Can we include Dark Fiber service	Yes.
286	Solicitation	2.2	17	Can we include optional DDOS mitigation product for our Internet Access Service	No. As per Solicitation Section 2.4 - Products and Services Excluded from Scope, Managed Services, Cloud Based Services, Cloud Solutions, Software, and Products and Services that are available for purchase under other OGS Centralized Contracts are expressly excluded from the scope of the Solicitation and resulting Contract.
287	Solicitation	1.11	11	Accessory. Is it the State's intent to prohibit its Authorized Users from using any customer owned devices to access any of the connectivity services proposed under the resulting agreement?	No.
288	Solicitation	1.11	13	Hardware. If hardware is excluded from the Scope of this solicitation per the definition, would the State please clarify what "Hardware" is included under the definition of "Accessory".	Please see revised Solicitation Section, 1.11 - Definitions, Accessory Device. Please also see revised Solicitation Section 2.4 - Products and Services Excluded from Scope, Point #11.
289	Solicitation	1.11	13	International Service. Would the State please clarify the definition, a word appears to be missing.	OGS respectfully declines to make the requested change. As per revised Solicitation Section 1.11 - Definitions, International Service has been deleted.
290	Solicitation	1.11	13	Legacy Service. Bidder requests this section be amended to read "Must be supported for a period of no less than six (6) months"	Please see revised Solicitation Section 1.11 - Definitions. The 18 month requirement has been changed to a 12 month requirement.

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291	Solicitation	2.4(8)	18	If the equipment configuration offered by the Bidder is not available under any OGS Centralized Contract(s) may the Bidder include this equipment in its response?	No. As per revised Solicitation Section 2.4 - Products and Services Excluded From Scope, leasing or renting of Hardware, Equipment, or Devices; and all Hardware, Equipment, or Devices, except Accessory Devices, Subsidized Devices, or Unsubsidized Devices sold through Lot 3 - Mobile Communication Connectivity Service are expressly excluded from the Scope of this Solicitation.
292	Solicitation	3.2.1.2 (f)	23	Transmission data speeds may vary from upload to download and speeds also depend on numerous things to include the device, location relative to towers, terrain, and type of plan the user chooses. What does the State mean by "average" speed?	Please see revised Solicitation Section 6.32 - Speed.
293	Solicitation	3.2.5	24	"Pricing shall not include any additional terms and conditions." 1 a. Where do offerors include the plan specific terms and 1b. end user agreement terms?	OGS will not be negotiating with Bidder over the terms and conditions contained in Bidder's Bid. As per Solicitation Section 1.1 - Introduction, all awarded Bidders will have the same terms and conditions for the duration of the resulting Contract. As per Solicitation Section 1.8 - Bid Deviations, if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed deviations must be submitted during the Bidder Questions period so that they may be given due consideration during the Bidder Question and Response period. Material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid. Bid Deviations, extraneous terms submitted on standard, pre-printed forms (including but not limited to product literature, order forms, license agreements, Contracts, or other documents) that are attached or referenced with Bidder Submissions shall not be considered part of the Bid or resulting Contract.
294	Solicitation	3.2.5.5	24	Please provide the legislative citations for the exemption from taxes, surcharges, and fees for all Authorized Users. If there is no legal citation that exempts Authorized Users from paying surcharges and fees, please remove the reference to surcharges and fees	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.
295	Solicitation	6.17, 6.21	70	Due to inconsistency between sections 6.17 ("Contractor shall not collect or store any Authorized User data transmitted through the Services") and 6.21 (which allows for the storing of voicemail data), please change section 6.17 to read, "Unless otherwise permitted in the RFP , Bidder shall not collect or store any Authorized User Data transmitted through the Services."	OGS respectfully declines to make the requested change. Solicitation Section 6.17 - Voice Data Conversion, allows Contractors to act upon Authorized User Data to convert it from one format to another format in order to transmit voice calls to the public switched telephone Network or another Telecommunications Network, when it is required for certain Voice Connectivity Services to function. However, the Contractor shall not collect or store any Authorized User Data transmitted through these certain Voice Connectivity Services. Section 6.21 - Voicemail, allows Contractors to store Authorized User Data transmitted through voicemail. However, Contractor shall not collect, or act upon any Authorized User Data transmitted through voicemail.
296	Solicitation	2.2	17	As technology and mobile communication connectivity services evolve(e.g 5G) , Fixed Wireless Services will use Mobile Networks for transmission. Please move Fixed Wireless Services to Lot 2 to permit future advancements of Mobile Service to be added to the contract once they are commercially available.	OGS respectfully declines to make the requested change. As per Solicitation Section 7.24 - Emerging Technologies, the State reserves the right to allow for Emerging Technology.

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297	Solicitation	2.3	18	Please add Voice Over Internet Protocol (VOIP) to Lot 3 because it is currently a Mobile Communication Connectivity Service offered on numerous State and Local government contracts.	<p>OGS respectfully declines to make the requested change.</p> <p>As per Solicitation Sections 2.1 - Lot 1 - Voice Connectivity Services, 2.2 - Lot 2 - Data Connectivity Services, and 2.3 - Lot 3 - Mobile Communication Connectivity Services, Services may include but are not limited to the examples listed.</p> <p>As per Solicitation Section 2 - Scope, if a Telecommunication Provider is unable to determine which Lot is appropriate for its Telecommunication Connectivity Service, the Bidder is encouraged to bid all Lots they believe are applicable to their Telecommunication Connectivity Services.</p>
298	Solicitation	2.3	18	Please change Lot 3 definition to be the following "The Mobile Communication Connectivity Service includes, but is not limited to Mobile Wireless Voice, Mobile Wireless Data, Internet Access Messaging, Email communications or any other mobile communications transmitted over the networks used by Bidder to deliver service.	OGS respectfully declines to make the requested change.
299	Solicitation	6.29.2	46	Bidder requires additional clarification as to why Authorized Users will return the Hardware (mobile telephones, cellular telephones, etc.) when the Service is discontinued. As Renting and Leasing is not allowed under this Contract, Authorized User will own the Hardware.	Solicitation Section 6.29.2 has been removed.
300	Solicitation	6.31	46	Bidder respectfully requests OGS clarify "oversubscribing" and "overbooking".	As per revised Solicitation, Section 6.31 - Oversubscription has been deleted in its entirety.
301	Solicitation	6.32	47	Vendor X has read, understands and agrees the Authorized User is entitled to Service Credits for missed Service Level Agreements; however, Bidder offers its own Service Level Agreements for the purpose of establishing and measuring its average speeds. Based on the foregoing, Bidder respectfully requests OGS modify the second paragraph as follows: "The Authorized User has the right to monitor the speed of the line and require Service credits or other form of reimbursement if the Contractor fails to comply with the Contractor's own Service Level Agreements. Service credits cannot exceed the monthly recurring charge and must be applied against the invoice as a separate line item." Bidder also respectfully requests OGS permit Bidder to incorporate its Service Level Agreements to its response to the Solicitation.	OGS respectfully declines to make the requested change.
302	Solicitation	6.32	47	Bidder respectfully requests the following modification to the third paragraph: "If no remedy is met, or if issues persist OGS retains the right to terminate the affected Service or the Contract, in whole or in part, for convenience, after providing Contractor with 30 days advanced written notice to cure within 30 calendar days, without incurring any penalties or fees. Authorized User retains the right to terminate their affected Service or their Authorized User Agreement, in whole or in part, for convenience, after providing Contractor with 30 days advance written notice to cure within 30 calendar days, without incurring any penalties or fees.	Please see revised Solicitation Section 6.32 - Speed.
303	Solicitation	6.34.2	47	Bidder respectfully requests OGS acknowledge the following clarification: Network Latency/ Bandwidth will apply to only the Voice Connectivity Services and Data Connectivity Services of Lot 1 and Lot 2 and shall not apply to Mobile Communication Connectivity Services of Lot 3.	OGS respectfully declines to make the requested acknowledgement.

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304	Solicitation	6.34.3	47	Bidder respectfully requests OGS clarify "Error Checking Technique" and its applicability to Voice Connectivity and Data Connectivity Services of Lot 1 and Lot 2 and/or Mobile Communication Connectivity Services of Lot 3.	"Error Checking Technique" is not a defined term in the Solicitation. Therefore, the term "error checking technique" should be interpreted through the words' common meaning. Solicitation Section 6.34 - Network Management applies to all Lot 2 - Data Connectivity Services and only those Lot 3 - Mobile Communication Connectivity Services that provide Data Connectivity Services. If this response does not adequately address your question, please submit a supplemental question in the second inquiry period.
305	Solicitation	6.35.1	48	Bidder respectfully takes exception to this requirement as Bidder can guarantee 99.99% uptime for Voice Connectivity Services and Data Connectivity Services of Lot 1 and Lot 2; however, Bidder can only guarantee 98% uptime for its Mobile Communication Connectivity Services of Lot 3.	OGS respectfully declines to make the requested change.
306	Solicitation	6.36.2	48	Please define "Critical Maintenance/Support", "Urgent Maintenance/Support", and "Low Priority Maintenance/ Support".	OGS respectfully declines to make the requested change.
307	Solicitation	6.36.3	49	In order to determine compliance, please define "Critical Maintenance/Support", "Urgent Maintenance/Support", and "Low Priority Maintenance/ Support".	OGS respectfully declines to make the requested change.
308	Solicitation	7.3	50	Bidder respectfully requests OGS modifies the Conflict of Terms provision to include the final negotiated Contract as referenced in Section 4.12 Incorporation and Bidder's final Solicitation response including any and all Best and Final Offers, Clarifications and allowed negotiated extraneous terms ("Bidder's Solicitation Response"), as applicable, which would modify this provision as follows: "Conflicts among the documents in the Solicitation shall be resolved in the following order of precedence: 1. Contract; 2. Bidder's Solicitation Response, including any attachments; 3. Appendix A, Standard Clauses for New York State Contracts (January 2014); 4. The Solicitation; 5. Appendix B, General Specifications; and 6. Other Appendices and Attachments." Bidder requests this modification to ensure Bidder and OGS captures agreed upon changes to the Solicitation requirements.	OGS respectfully declines to make the requested change.
309	Solicitation	7.5	51	Bidder respectfully requests the following statement be removed from the second paragraph: "New York State and its Authorized Users are statutorily exempt from paying any taxes, surcharges, or fees, or any combination of the three." OGS and its Authorized Users are exempt from state and local sales tax in the State of New York. The following will apply to Lot 3 Services in the State of New York: State Telecomm Excise Recovery 2.9% MCTD Excise Surcharge .721% Local Telecomm Excise Recovery 1.974% State 911 Fee \$1.20 per subscriber Local 911 Fee - generally \$.30 per subscriber. Varies in some jurisdictions. State of New York would also be subject to the Federal Univ Serv Assessment of 7.03% Non-LD and the Federal Univ Assessment of 18.8%. All rates above and below are all subject to change and the Federal Univ Assessment typically changes quarterly. The following will apply to Lot 1 and Lot 2 Services: Carrier Universal Service Charge 18.8% Prop Tax/Reg Fee 6.48% State Gross Receipts Surcharge 2.5% Dist Gross Receipts Surcharge .595% Local Telecomm Excise Recovery 2.35% 911 Fee- Rate Varies Bidder will honor valid tax exemption certificates.	Please see revised Solicitation Section 3.2.5.5 - Exclusion of Added Costs Including Taxes, Surcharges, Fees, and Other Charges, including Attachment 2b - Taxes, Surcharges, Fees, and Other Charges.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
310	Solicitation	7.5.2	52	Bidder respectfully requests OGS makes the following modification to this provision: "OGS or Authorized User may, either annually or during another time frame that OGS or the Authorized User sees fit, review the prevailing market rates and, when applicable, mutually agree to a reduction in Contractor's prices.	OGS respectfully declines to make the requested change.
311	Solicitation	7.5.3	52	Bidder respectfully takes exception and requests OGS remove this provision from the Solicitation and the resulting Contract in its entirety. The provision as-is requires Contractor to provide Most Favored Customer pricing. Contractor recognizes the OGS' buying power and strives to provide the most competitive pricing available. However, offering true most favored customer pricing presents several challenges for Contractor: (i) as a common carrier, Contractor is prohibited by law from unreasonably discriminating between similarly situated customers; (ii) offering such pricing may trigger provisions in other Contractor agreements compelling Contractor to provide credits or rebates to other customers or categories of customers, which may not be commercially feasible, thereby placing Contractor in breach or default; and (iii) providing most favored customer pricing is against Contractor corporate policy. Contractor will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Contractor charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.	OGS declines to make the requested change. As per revised Section 7.5.3 - Best Offer, During the Contract Term, if OGS becomes aware that the Contractor is selling substantially the same or a smaller quantity of a <u>Service outside of the resulting Contract upon the same or similar terms and conditions as that of the resulting Contract</u> at a lower price to a Government Entity, then OGS reserves the right to consult the Contractor. After consulting with each other, OGS may request that Contractor reduce the then current Contract price to the lower price. OGS reserves the right to request information to verify Pricing for the purposes of this clause. (Emphasis added)
312	Solicitation	7.5.4	52	Bidder respectfully takes exception and requests OGS remove this provision from the Solicitation and the resulting Contract in its entirety. The provision as-is requires Contractor to provide Most Favored Customer pricing. Contractor recognizes the OGS' buying power and strives to provide the most competitive pricing available. However, offering true most favored customer pricing presents several challenges for Contractor: (i) as a common carrier, Contractor is prohibited by law from unreasonably discriminating between similarly situated customers; (ii) offering such pricing may trigger provisions in other Contractor agreements compelling Contractor to provide credits or rebates to other customers or categories of customers, which may not be commercially feasible, thereby placing Contractor in breach or default; and (iii) providing most favored customer pricing is against Contractor corporate policy. Contractor will continue to offer highly competitive pricing and discounts for its services in a manner in which the prices Contractor charges its customers for the same services are not unreasonably dissimilar for similarly situated customers with like traffic patterns, volumes, commitment levels and the like.	OGS respectfully declines to make the requested change.
313	Solicitation	7.7	52	Bidder respectfully requests OGS acknowledges the following clarification: The terms and conditions in any Authorized User-generated Purchase Order template will have no force or effect other than to denote quantity, the Products or Services purchased or leased, delivery destinations, requested delivery dates and any other information required by this Contract. Authorized User may cancel a Purchase Order at any time before Contractor ships the Purchaser Order or begins performance, but Authorized User will pay any actual costs incurred by Contractor due to Authorized User's cancellation. Contractor may reject or cancel a Purchase Order for any reason. Contractor will notify Authorized User of rejected or canceled Purchase Orders.	OGS respectfully declines to make the requested change.
314	Solicitation	7.7.3	54	Bidder respectfully takes exception to this requirement as Bidder can guarantee 99.99% uptime for Voice Connectivity Services and Data Connectivity Services of Lot 1 and Lot 2; however, Bidder can only guarantee 98% uptime for its Mobile Communication Connectivity Services of Lot 3.	OGS respectfully declines to make the requested change.

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315	Solicitation	7.7.4	54	Bidder will acknowledge disconnect orders for Services of Lot 1, Lot 2 and Lot 3 within 24 hours of receipt if order is submitted via email. For Services of Lot 1 and Lot 2, disconnection of Services may take up to 180 days as coordination with the LEC is required. For Services of Lot 3, disconnection of Services will commence of the last day of the then-current bill cycle. Authorized User will pay Contractor (A) for any Products and Services provided up to and including the date of termination, whether or not billed by the termination date, as well as any applicable early termination fees, any applicable shortfall liabilities and other applicable charges and fees, as set forth in this Contract, and (B) a pro rata portion of any credits issued (excluding service outage credits) or charges waived, based upon the number of months remaining in any applicable order term or minimum service term at the time of termination.	As per revised Solicitation Section 7.7.4 - Disconnect Orders, [t]he Authorized Users shall not be responsible for any charges incurred more than thirty (30) days after the disconnect order request is placed confirmed with by the Contractor.
316	Solicitation	7.8.13	56	Bidder respectfully takes exception to this requirement and request the deletion of the provision in its entirety as Bidder can only guarantee invoicing of past charges no less than 180 days.	OGS respectfully declines to make the requested change.
317	Solicitation	7.8.15	56	Bidder respectfully takes exception to this requirement and request the deletion of the provision in its entirety as Bidder can only guarantee invoicing of past charges no less than 180 days. Bidder respectfully requests OGS acknowledges the following clarification: For the Products and Services acquired under this Contract, Contractor will bill Authorized User, and Authorized User will pay Contractor, in United States dollars (USD). Payment terms are net 30 days from the date of invoice receipt (the "Due Date"). Except as provided in the Disputed Charges section below, if Authorized User fails to pay all amounts due by the Due Date, then Contractor reserves the right to charge a late fee (up to the maximum allowed by law). Contractor may not offset credits owed to Authorized User on one account against payments due on the same or another account. Contractor's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Authorized User's payment obligations include late charges and third party collection costs incurred by Authorized User to collect past due amounts, including reasonable attorneys' fees. Authorized User agrees to remit payments using cash, check, or electronic fund transfer. Authorized User must contact its assigned Contractor representative to use an alternative form of payment. If Authorized User disputes a charge in good faith, Authorized User may withhold payment of that charge if Authorized User (A) pays all undisputed charges on or prior to the Due Date; and (B) within 30 days of the Due Date, provides Contractor with a written explanation of Authorized User's reasons for disputing the charge. Authorized User must cooperate with Contractor to resolve promptly any disputed charge. If Contractor determines, in good faith, that the disputed charge is valid, Contractor will notify Customer and, within five business days of receiving notice, Authorized User must pay the charge or invoke the negotiation process outlined in the Dispute Resolution section. If Contractor determines, in good faith, that the disputed charge is invalid, Contractor will credit Authorized User for the invalid charge.	OGS respectfully declines to make the requested change.
318	Solicitation	7.9	56 -57	Bidder respectfully requests OGS acknowledges the following clarification: For the Products and Services acquired under this Contract, Contractor will bill Authorized User, and Authorized User will pay Contractor, in United States dollars (USD). Payment terms are net 30 days from the date of invoice receipt (the "Due Date"). Except as provided in the Disputed Charges section below, if Authorized User fails to pay all amounts due by the Due Date, then Contractor reserves the right to charge a late fee (up to the maximum allowed by law). Contractor may not offset credits owed to Authorized User on one account against payments due on the same or another account. Contractor's acceptance of late or partial payments is not a waiver of its right to collect the full amount due. Authorized User's payment obligations include late charges and third party collection costs incurred by Authorized User to collect past due amounts, including reasonable attorneys' fees. Authorized User agrees to remit payments using cash, check, or electronic fund transfer. Authorized User must contact its assigned Contractor representative to use an alternative form of payment.	OGS respectfully declines to make the requested changes.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
319	Solicitation	7.23.5	66-67	<p>Bidder has read, understands and respectfully requests OGS deletes this provision in its entirety and replace it as follows: Technology Evolution</p> <p>(1) In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Authorized User to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.</p> <p>(2) If Contractor takes any action set forth in subsection (1) above, Contractor will provide advance notice reasonably designed to inform Authorized User (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any address (a) listed in this Agreement for Contractor, (b) Contractor uses for billing, or (c) set forth in a Purchase Order. Authorized User agrees that such notice is reasonable and sufficient notice of Contractor's pending action.</p>	<p>Please see revised Solicitation Section 7.23.5 - Legacy Services or Legacy Devices. Per Solicitation Section 1.8 - Bid Deviations, material deviations submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.</p>
320	Solicitation	7.23.5.1	67	<p>Bidder respectfully requests OGS deletes this subprovision in its entirety.</p>	<p>OGS respectfully declines to make the requested change.</p>
321	Appendix C - Contract Modification Procedure	2.3.1 Deletions	4	<p>Bidder respectfully requests OGS deletes paragraph two and three in its entirety and insert the following alternative language: Technology Evolution</p> <p>(1) In the normal course of technology evolution and enhancement, Contractor continually updates and upgrades its networks, Products and Services. In some instances, these efforts will result in the need to ultimately replace or discontinue certain offerings or technologies. In such event, Contractor will undertake such efforts in a customer-focused and commercially reasonable manner. Accordingly and notwithstanding anything in this Agreement to the contrary, Contractor reserves the right, in its sole discretion, after providing the notice set forth in subsection (2) below, to: (a) migrate Authorized User to a replacement technology; or (b) discontinue any Product, Service, network standard, or technology without either party being in breach of this Agreement or incurring early termination liability relating to the discontinuance of the affected Product, Service, network standard, or technology.</p> <p>(2) If Contractor takes any action set forth in subsection (1) above, Contractor will provide advance notice reasonably designed to inform Authorized User (if affected) of such pending action. The form of Contractor's notice may include providing written notice to any address (a) listed in this Agreement for Contractor, (b) Contractor uses for billing, or (c) set forth in a Purchase Order. Authorized User agrees that such notice is reasonable and sufficient notice of Contractor's pending action.</p>	<p>OGS respectfully declines to make the requested change.</p>
322	Solicitation	3.2.1.1(b)	22	<p>Bidder has read and understands CIPA is required; however, CIPA filtering can only be provided through the managed device, such as CPE (routers) or tablets, which are currently restricted Hardware under this Solicitation.</p>	<p>As per revised Solicitation Sections, 3.2.1.1(a) - Internet Access Services, 3.2.1.2(c) - Internet Access Services, and 6.30 - Internet Access Services, the paragraph referencing the Children's Internet Protection Act (CIPA) has been deleted.</p> <p>However, as per Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations, if required by OGS or an Authorized User, Contractor will provide verification of compliance with specific Federal, State and local regulations, laws and IT standards that the Authorized User is required to comply with.</p>

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
323	General			Please clarify whether or not routers are permissible for purchase under LOTS 1 and LOTS 2. Please note routers are required for all circuit terminations.	No. As per revised Solicitation Section 2.4 - Products and Services Excluded From Scope, leasing or renting of Hardware, Equipment, or Devices; and all Hardware, Equipment, or Devices, except Accessory Devices, Subsidized Devices, or Unsubsidized Devices sold through Lot 3 - Mobile Communication Connectivity Service are expressly excluded from the Scope of this Solicitation.
324	Solicitation	6.22	44-45	<p>Bidder respectfully requests OGS deletes this provision in its entirety from the Solicitation and resulting contract. Bidder can only provide intercept of messages for numbers "Not in Service" but not to a forwarding number. When a number is "Not in Service", it is no longer active in our network. Bidder cannot set a forwarding number unless the originating number is active in the network. Please see additional comments below.</p> <p>6.22 INTERCEPT MESSAGES Contractors offering Voice Connectivity Services or applicable Mobile Communication Connectivity Services must provide intercept messages and referrals to be associated with a number that has been disconnected. These intercept messages must include, but not be limited to, the following: 1. Number Dialed Not in Service; Message is "The number you dialed is temporarily not in service, Message 3". 2. Number Dialed Not in Service with Referral to New Number (10 Digit Format); Not supported 3. Number Dialed Temporarily Out of Service. This should be the same as the not in service message</p>	OGS respectfully declines to make the requested change.
325	Solicitation	6.8	41	<p>Will OGS accept the following clarification as it relates to the definition of a "subcontractor"?</p> <p>"A Bidder should not consider local exchange carriers to be Bidder subcontractors as Bidders are not responsible for the actions or inactions of access providers. In addition, Bidder should not consider an Authorized User's or OGS' subcontractor approval rights or other subcontractor requirements set forth in the RFP or any resulting contract to be applicable to any agreements, subcontracts or other business arrangements between Bidder and its Affiliates, roaming partners, suppliers, subcontractors or any third-parties relating to the provision of any Products or Services purchased or used by OGS or an Authorized User (collectively, "General Supply & Support Agreements") where such General Supply and Support Agreements were entered into for the purpose of providing Products and Services to Bidder customers generally (as opposed to specifically for OGS or an Authorized User)."</p>	OGS respectfully declines to make the requested change.
326	Solicitation	6.13	43	<p>Will OGS provide clarification on when and how a Contractor is to provide items #1 - #9 of this section 6.13 when required by OGS or an Authorized User?</p>	<p>As per Solicitation Section 6.13 - Network Security Administration, as part of an RFQ or Purchase Order, Authorized Users may require Contractor to provide a narrative detailing information regarding Contractor's Network Security. This narrative must include but may not be limited to Items #1 - #9 of Section 6.13.</p> <p>If this response does not adequately address your question, please submit a supplemental question in the second inquiry period.</p>
327	Solicitation	7.4.2	51	<p>Will OGS modify this requirement to state any Contract term may be extended by mutual agreement of the State and Contractor consistent with Section 23. CONTRACT TERM - EXTENSION of the APPENDIX B?</p>	OGS respectfully declines to make the requested change.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
328	Solicitation	7.9.2	57	Will OGS consider modifying or clarifying its requirement that a Contractor shall not suspend or cancel Services if an Authorized User fails to pay an invoice? Contractors should not be obligated to continue providing Services to an Authorized User without receiving payment. An Authorized User would be provided an unjust benefit to the financial detriment of the Contractor.	OGS respectfully declines to make the requested change. As per Appendix B Section 46 - Authorized User Default, Contractors must comply with all of the provisions of this section during the Contract Term of the resulting Contract.
329	Appendix A - Standard Clauses for NYS Contracts (January 2014)	17 Service of Process	5	It appears a Contractor will be agreeing to service of process that is inconsistent or not as stringent as required under NY State Civil Practice. Bidder requests that it be properly served only pursuant to applicable law so as to ensure Bidder is provided adequate notice in order to respond.	OGS respectfully declines to make the requested change.
330	Appendix B - General Specifications (April 2016)	48(b) Remedies for Breach; Withhold Payment	10	Will OGS provide clarification that an Authorized User's right to withhold payment under this section be only applicable to disputed charges? Bidder requests that Authorized Users is still obligated to pay all undisputed charges	OGS respectfully declines to make the requested change.
331	Appendix B - General Specifications (April 2016)	48(c) Remedies for Breach; Bankruptcy	10	Will OGS remove this requirement from the RFP and subsequent contract based on the following: This type of provision as an improper "ipso facto" clause, which is unenforceable under the Bankruptcy Code. Such purported termination violates section 362 of the Bankruptcy Code and therefore is ineffective. Pursuant to section 541 of the Bankruptcy Code, the filing of a petition under chapter 11 of the Bankruptcy Code creates an estate before the Bankruptcy Court comprising all of the debtor's property, wherever located and by whomever held. Furthermore, pursuant to section 362(a)(3) of the Bankruptcy Code, upon the commencement of a chapter 11 case, all entities are stayed from, among other things, "any act to obtain possession of property of the estate or of property from the estate or to exercise control over property of the estate." Thus, the Bankruptcy Code prohibits the termination of an executory contract solely because of a debtor's bankruptcy filing.	OGS respectfully declines to make the requested change.
332	Appendix B - General Specifications (April 2016)	53 Cooperation of Third Parties	11	Bidder acknowledges that it may be requested to work with a 3rd Party of an Authorized User. However, will OGS acknowledge that in the event Contractor is requested to provide an Authorized User's Customer Proprietary Network Information ("CPNI"), Contractor would not be obligated to provide CPNI to the 3rd Party unless and until receiving the requisite written authorization from Authorized User pursuant to applicable Federal law?	Appendix B - General Specifications, Section 53 - Cooperation with Third Parties, requires that the Contractor shall be responsible for fully cooperating with any third party, including but not limited to other Contractors or Subcontractors of the Authorized User, <u>as necessary to ensure delivery or performance of Product.</u> (Emphasis added) This section does not require Contractor to provide information to Third Parties. If this response does not adequately address your question, please submit a supplemental question in the second inquiry period.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
333	Appendix B - General Specifications (April 2016)	54 Warranties	11	<p>Will OGS agree to the following language (which more closely aligns with the products and service Bidder will be offering under this Solicitation) in lieu of the requirements detailed in Section 61:</p> <p>All Products are subject to inspection at reasonable times and places before Product Acceptance. Shipment of Products that do not visibly meet specifications when received by an Authorized User may be rejected as nonconforming. Failure to reject upon receipt, however, does not relieve the Contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use. The nonconforming Products must be returned in the same conditioned received by the Authorized User to the original place of purchase. Authorized User must contact Contractor to deactivate service within 60 calendar days of activation (or within 60 calendar days of purchase for Products purchased without activating service). If Authorized User does not return the nonconforming Products within 60 calendar days of activation (or within 60 calendar days of purchase for Products purchased without activating service), the Authorized User will be deemed to have accepted the Products. Acceptance of such goods may be revoked in accordance with this provision. The Contractor is liable for any resulting commercially reasonable expense incurred by the Authorized User related to the preparation and standard ground transportation shipping charges associated with the nonconforming Products rejected and returned, or for which Product Acceptance is revoked.</p> <p>If any services do not conform to contract requirements, the Authorized User may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Purchase Order amount. When defects cannot be corrected by re-performance, the Authorized User may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and reduce the contract price upon mutual agreement of the Contractor to reflect the reduced value of services performed.</p> <p>Product Acceptance Testing may be explicitly set out in a Purchase Order to ensure conformance to an explicit standard of performance. Product Acceptance Testing means the process set forth in a Purchase Order for ascertaining that the Product meets the standard of performance prior to Product Acceptance by the Authorized User. If Product Acceptance Testing is prescribed, this subsection applies to applicable Products purchased under this Contract, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Product Acceptance by the Authorized User. The Product Acceptance Testing period shall be sixty (60) calendar days, starting from the day the Product is activated (or of purchase if the Product is delivered without activating service) or, if installed, the day the Product is installed. If the Product does not meet the standard of performance during the Product Acceptance Testing period, Authorized User may, return the non-conforming Products pursuant to this section 61. Contractor shall pay all commercially reasonable costs related to the preparation and standard ground transportation shipping costs associated with the nonconforming Products returned pursuant to the section.</p>	OGS respectfully declines to make the requested change.
334	Appendix B - General Specifications (April 2016)	56 Indemnification	p12-13	Will OGS agree to limit all of Contractor's indemnification obligations under this RFP and resulting contract to 3rd party claims or actions?	OGS respectfully declines to make the requested change.

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335	Appendix B - General Specifications (April 2016)	60 Software License Grant	p14	Will OGS agree to following language (which more closely aligns with the products and service Bidder will offering under this RFP) in lieu of the requirements detailed in Section 60: During the term of the contract, an Authorized User is granted a non-exclusive and non-transferable license or sublicense to use software provided with a Product or Service, in accordance with the applicable software licensing terms. No rights are granted to source code. An Authorized User cannot use any software on behalf of third parties or for time share or service bureau activities and cannot reverse engineer, decompile, modify, or enhance any software. Contractor may block or terminate an Authorized User's use of any software if an Authorized User fails to comply with applicable licensing terms. Authorized User is responsible for curing any impairment to Product or Service quality that is caused by equipment or software not provided by Contractor. Authorized User will continue to pay Contractor for Products and Services during such impairment.	OGS respectfully declines to make the requested change.
336	Appendix B - General Specifications (April 2016)	61 Product Acceptance	15	a. Where the Master Agreement or an Order does not otherwise specify a process for inspection and Acceptance, this section governs. This section is not intended to limit rights and remedies under the applicable State law.	OGS respectfully declines to make the requested change.
337	Appendix B - General Specifications (April 2016)	63 No Hardstop or Passive License Monitoring	16	Bidder is offering commercial off-the-shelf products and services with little or no customization. Bidder does not manufacturer devices. Such devices may include capabilities that allow a telecommunications providers to disable or impair a device in the event of network abuse or emergency. Based on the foregoing, will OGS consider removing the requirements of Section 63 from the RFP and resulting contract?	OGS respectfully declines to make the requested change.
338	Appendix B - General Specifications (April 2016)	64 Ownership/Title to Product Deliverables	16	Will OGS acknowledge the following clarification in lieu of the requirements in Section 64.? OGS' or an Authorized User's rights in the products and services provided under this contract shall be for purposes of the State's or Authorized User's internal business only (which includes use by third parties doing business with the OGS or an Authorized User, to the extent contemplated in the RFP) during the term of an resulting contract. All other intellectual property rights in the products and services remain in and/or are assigned to Contractor. Where software is provided with a product or service, an Authorized User is granted a non exclusive and non transferable license or sublicense to use the software, including any related documentation, solely to enable the Authorized User to use the products and services in accordance with the applicable licensing requirements. The parties shall cooperate with each other and execute such documents as may be deemed reasonably necessary to achieve the objectives of this provision. In no event shall Contractor be precluded from developing for itself, or for others, products, services, or materials that are competitive with, or similar to, the products and services provided under a resulting contract. In addition, Contractor shall be free to use its general knowledge, skills, and experience, and any ideas, concepts, know-how, and techniques within the scope of its business practices that are used in the course of providing the Products and services to an Authorized User.	OGS respectfully declines to make the requested clarification.

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
339	Attachment 4 - Primary Security and Privacy Mandates	Primary Security and Privacy Matters		As a Government contractor, Bidder is fully aware of the concern to maintain the security of state and local government data. However, it is important to note that the wireless/wireline services being offered under this solicitation are based on the Bidder's commercial service offering and has not been custom built to exclusively support Government customers. As a result, the supporting ordering and provisioning systems are considered non-federal systems. With that said, would OGS consider the following clarifications: (i) Contactor is only required to comply with the list of federal or state laws or regulations that are applicable to Bidder's offering of products and service; and (ii) will OGS remove the requirement to adhere to the requirements relating to FISMA as Bidder's network or management system is not a federal system?	Attachment 4 - Primary Security and Privacy Mandates is informational only. The list contained in Attachment 4 - Primary Security and Privacy Mandates is not intended to be all inclusive. Since laws, regulations, requirements, and industry guidelines change, it is critical that awarded Bidders have a clear understanding of compliance requirements. Authorized Users' security and privacy requirements should be outlined in the Authorized User Agreement prior to engagement of Services. Please see Solicitation Section 7.21.1 - Compliance with Federal, State, and Local Regulations for information pertaining to compliance with federal, state, and local regulations. If this response does not adequately address your question, please submit a supplemental question in the second inquiry period.
340	Solicitation	4.2.3	35	Please confirm that we are not required to submit an intent to bid for this solicitation.	Yes, Bidder is not required to submit an Intent to Bid.
341	Solicitation	3.1 - 3.2	21	Bidder must describe via Attachment 1 - Administrative Information, Bidder Disclosures tab the Telecommunication Connectivity Services that it will be offering under each Lot. Please provide guidance as to where exactly you want the information presented, as the Bidder Disclosures form is in a questionnaire format.	As per Attachment 1 - Administrative Information, Bidder Disclosures tab, Bidder must answer the question using the drop down selections, Yes or No, and provide the required information in the requested format on the USB Flash Drive. As per Section 4.2.1 - Electronic Bidder Submissions, Bidder Submissions shall be saved in separate unprotected files in Microsoft Office products (Word and Excel) in product release 2010 or higher, or searchable PDF.