Group 71022 - Solicitation 23420
Business Consulting Services

RESPONSE TO BIDDER QUESTIONS

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
1	Appendix A - Standard Clauses for New York State Contracts (June 2023)	21. Reciprocity and Sanctions Provisions	Can a Bidder from a discriminatory jurisdiction submit a bid?	Per Appendix A *Standard Clauses for New York State Contracts (June 2023)* , Section 21 "Reciprocity and Sanctions Provisions": Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. A bidder located in a discriminatory jurisdiction and intending to perform services for New York State Authorized Users from outside of New York State would be ineligible for award.
2	Appendix A - Standard Clauses for New York State Contracts (June 2023)	General	Except with respect to Appendix A - Standard Clauses for New York State Contracts, will New York State OGS consider exceptions and modifications to the contract terms and conditions attached to the RFP, which would be included in our proposal as exceptions? Such exceptions would include industry standard modifications such as, but not limited to, insurance terms; ownership and intellectual property provisions; warranty and remedy terms typical for the type of services contemplated; indemnification obligations; inclusion of a limitation of liability; data privacy and information security requirements; etc., as appropriate and reasonable in light of the services to be provided.	As set forth in Solicitation Section 1.6 *Bidder Questions* , if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Bidder Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
3	Appendix A - Standard Clauses for New York State Contracts (June 2023)	General	Can the State clarify if bidders may submit redline changes to Appendix A?	In accordance with Solicitation Section 4.9 *Bid Deviations* , OGS will not entertain any exceptions to Appendix A – Standard Clauses for New York State Contracts.
4	Appendix B	General	If awarded a contract, will Bidder accept the NYS Purchasing Card (see Appendix B, Purchasing Card) at no additional charge, for orders up to and including $50,000? There is no Appendix B on the website to download. Can OGS provide a copy?	Applicable provisions from Appendix B have been incorporated into the Solicitation documents. References to Appendix B have been removed. Please see the revised reference in the solicitation, Appendix C, Attachment 4 *Bidder Information Questionnaire* and Attachment 15 *New York State Participating Addendum*.
5	Appendix C – Federal Funding Agency Mandatory Terms and Conditions	Equal Employment Opportunity	We understand federal contracting requirements have recently changed, including Executive Order 14173 (which revoked Executive Order 11246). Please confirm how OGS intends Contractors to comply with the Equal Employment Opportunity provisions in Appendix C and the NYS non-discrimination/EEO provisions in Appendix A for Orders that may involve federal funds, and whether any additional or modified federal flow-downs will be provided at the Order level.	OGS intends Contractors to comply to the extent permitted by federal law.
6	Appendix C – Federal Funding Agency Mandatory Terms and Conditions	General	Clarify whether subcontractors are required to meet all the same contractual and insurance obligations as the prime contractor, and whether these requirements must be fully flowed down to all tiers	Per Attachment 2 - Sample Master Agreement, Section 15.21, "All employees, subcontractors, or agents of the Contractor performing work under the Master Agreement must be trained staff or technicians who meet or exceed the professional, technical, and training qualifications set forth in the Master Agreement or the Purchase Order, and must comply with all security and administrative requirements of the Participating Entity that are communicated to the Contractor." Additionally, per Attachment 9 - Insurance Requirement, Section 7 Subcontractors, "Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this Attachment and maintain the same in force during the term of any work performed by that Subcontractor."
7	Appendix C – Federal Funding Agency Mandatory Terms and Conditions	General	Can the State clarify if bidders may submit redline changes to Appendix C?	As set forth in Solicitation Section 1.6 *Bidder Questions* , if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Bidder Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
8	Appendix C-AI – Standard Terms for AI Purchases	2. Notice	For purposes of Appendix C, can the State clarify how the terms “implementation or use” are intended to be interpreted for advisory consulting services that involve analysis or documentation, and do not involve the deployment of AI enabled tools or systems within State environments?	Appendix C-AI is intended to apply only to technology services provided to NYS. It does not govern internal AI use by vendors or contractors.
9	Appendix C-AI – Standard Terms for AI Purchases	2. Notice	Appendix C-AI requires written notice to ITS at least 90 days before implementing any AI technology 'in any dealings or communication with the State.' For a consulting firm that uses AI-enabled tools internally, such as AI-assisted research synthesis, contract analysis, or report drafting, as part of its own workflow before delivering final work products to the State, does the 90-day notice requirement apply to those internal AI tools, or only to AI tools that directly interface with State systems, State-owned data, or State personnel during delivery?	Appendix C-AI is intended to apply only to technology services provided to NYS. It does not govern internal AI use by vendors or contractors.
10	Appendix C-AI – Standard Terms for AI Purchases	3. Approval for AI Usage	Appendix C-AI requires written approval from ITS before AI tools may be used. On a multi-agency vehicle where individual task orders are issued by different NYS Authorized Users, please clarify the approval chain: is approval sought from the OGS Master Agreement contract manager, from ITS centrally, or from each individual Authorized User's agency IT office for their specific task order? Must approval be obtained once at the Master Agreement level or separately per task order, and is there a standard approval form or process?	Appendix C-AI is intended to apply only to technology services provided to NYS. NYS Authorized Users shall seek ITS approval as stipulated in Appendix C-AI, as applicable.
11	Appendix C-AI – Standard Terms for AI Purchases	7. Data Ownership	Appendix C AI states ‘Prompts, Uploaded Content, and Outputs’ created using the AI tool are owned by the State. Please clarify whether that ownership provision is intended only for AI tools purchased by NYS/ITS, or if it would apply to contractor-operated tools used during performance	The ownership provision is intended only for AI tools/products purchased by New York State as part of a deliverable. New York State retains ownership of all New York State data included in prompts, uploaded content and output based on New York State data.
12	Appendix C-AI – Standard Terms for AI Purchases	General	Could you clarify whether the AI-related requirements apply only to AI-enabled solutions delivered to the State, or whether they also extend to internal tools used by Contractors to support delivery?	Appendix C-AI is intended to apply only to technology services provided to NYS. It does not govern internal AI use by vendors or contractors.
13	Appendix C-AI – Standard Terms for AI Purchases	General	Could you provide further guidance on the approval process for AI usage, including expected timelines and documentation requirements?	ITS considers the addition of an AI solution to technology solution provided by a vendor as a material change to the solution. ITS needs the opportunity to review the cybersecurity, legal, and privacy risks of the AI addition before it is deployed on the State's network. The required documentation depends on the use case of the AI solution.
14	Appendix C-AI – Standard Terms for AI Purchases	General	The Standard Terms for AI Purchases reference the NYS Office of Information Technology Services specifically. Can OGS confirm whether Appendix C-AI applies only to engagements where the Contractor delivers AI-specific technology or tools to ITS, or whether it applies to all engagements under this Master Agreement, including purely advisory consulting with no AI component?	Appendix C-AI applies to engagements with all NYS agencies, not just ITS. However, for purely advisory consulting with no AI component, Appendix C-AI will not apply. It does not govern internal AI use by vendors or contractors.

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15	Appendix C-AI – Standard Terms for AI Purchases	General	Will NASPO/Lead State consider designating this Appendix as reserved but negotiable if it becomes applicable to the services we currently provide or may provide in the future? Given that AI is a rapidly evolving area, with policies and laws frequently changing for both vendors and the public sector, it is difficult to anticipate how future developments might impact our operations. As such, we respectfully request flexibility in negotiating the terms of this Appendix, rather than being bound to language that may not reflect future realities over the duration of the agreement.	NYS OGS respectfully declines to make this change. Changes may be negotiated at the Authorized User level, as necessary.
16	Appendix C-AI – Standard Terms for AI Purchases	General	See deviations submitted as a separate file.	NYS OGS respectfully declines to make the requested changes.
17	Appendix C-AI – Standard Terms for AI Purchases	General	Can the State clarify whether vendors may utilize proprietary AI tools or models that incorporate generalized learnings, provided that no State confidential data is used for training purposes?	Appendix C-AI is intended to apply only to technology services provided to NYS. It does not govern internal AI use by vendors or contractors.
18	Appendix C-AI – Standard Terms for AI Purchases	General	Can the State clarify if bidders may submit redline changes to Appendix C-AI?	As set forth in Solicitation Section 1.6 *Bidder Questions* , if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Bidder Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
19	Appendix C-AI – Standard Terms for AI Purchases	General	Are these terms only applicable to NY-awarded work orders? For example, would we still need OGS's permission to use AI tools on projects for other states?	Awarded Bidders may negotiate terms regarding AI tools with other states if allowed in their Participating Addendum. Please refer to the revised Attachment 2 Sample Master Agreement.
20	Attachment 00 - Solicitation	1. Introduction, 1.1 Overview	Can OGS provide historical spend and volume by consulting category (Management, Digital, HR, etc.) over the past 3–5 years?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical spend figures that can be provided.
21	Attachment 00 - Solicitation	1. Introduction, 1.1 Overview	Are there anticipated priority initiatives or programs expected to drive usage of these Master Agreements in the first 12–24 months?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no anticipated priority initiatives or programs expected.
22	Attachment 00 - Solicitation	1.1 – Overview / Attachment 15 – NYS Participating Addendum	For vendors awarded under the Cooperative Lot, will there be MWBE participation goals or requirements at the SOW or mini-bid level?	For NYS, MWBE Participation goals apply to both the Master Contract and secondary competition on both Lots. For additional States participation, Goals under the Cooperative Lot may be subject to their specific Participating Addendum.
23	Attachment 00 - Solicitation	1.1 Overview	Is the state aiming to achieve the stated MWBE participation goal through use of the Lot 1 award category? Are Lot 2 Cooperative category bidders required to individually meet the goal through an MWBE utilization plan as well?	For NYS, the MWBE goals will be achieved through both Lots. For additional States' participation, goals under the Cooperative Lot may be subject to their specific Participating Addendum. Bidders intending to Bid on Lot 2 may, and are encouraged to, use partners that satisfy MWBE and SDVOB goals through submission of an MWBE Utilization Plan with the Bid.
24	Attachment 00 - Solicitation	1.1 Overview	If an MWBE does not respond / partner with a respondent to this solicitation, can they be considered and included on mini-bids on this contract in the following capacities: - Prime - Subcontractor to a Prime	If an MWBE, or any vendor, does not submit its own bid to this solicitation, they cannot act as a Prime. An MWBE, or any vendor, may partner with a Prime after award, acting in a subcontractor capacity. Only awarded contractors will be eligible to respond to mini-bids. See Attachment 15 *New York State Participating Addendum* , Section 10 *Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women* .
25	Attachment 00 - Solicitation	1.1 Overview	Please clarify whether bidders are required to identify MWBEs to fulfill the 30% participation goal at this stage of the process, or whether this is a post-award requirement.	Bidders are required to identify MWBE's to fulfill the goals in their Bid Submission using the MWBE 100 MWBE Utilization Plan, per Solicitation Section 4.4 Content.
26	Attachment 00 - Solicitation	1.1 Overview	Regarding the 15% participation requirement for MBEs and 15% for WBEs, please clarify whether a business holding both certifications can qualify for the required total (30%) or whether two distinct firms for each category must be included in the utilization plan.	Entities holding both MBE and WBE certifications may be listed as such; however, when responding to an Authorized User's statement of work, they must choose which designation will apply toward the goals; they may not use both.
27	Attachment 00 - Solicitation	1.1 Overview	The solicitation establishes a 30% MWBE participation goal for New York State. For Lot 2 (Cooperative) bidders who are not primarily NYS-based, does this goal apply to anticipated NYS-only revenues, or to all revenues generated under the Master Agreement across all Participating Entities?	For NYS, MWBE Participation goals apply to both the Master Contract and secondary competition on both Lots. For additional States participation, Goals under the Cooperative Lot may be subject to their specific Participating Addendum.
28	Attachment 00 - Solicitation	1.1 Overview	The RFP notes that "For New York State, contract users will utilize a mini-bid process for final selection of a vendor. Other participating entities may or may not utilize a mini-bid process on a case-by-case basis." Please clarify what is meant by mini-bid process.	Interested NYS Contract Users will submit a scope of work to all Awarded Contractors within a Category to participate in a mini-bid (secondary round of competition) at rates not-to-exceed the Awarded Contract rates. Please refer to Attachment 15 Section 33 Mini-Bid Process for Awarded Contractors.
29	Attachment 00 - Solicitation	1.1 Overview	According to the RFP, there is a 30% MWBE participation goal for NYS. Are bidders pursuing awards under the cooperative lot meant to meet this goal, only as it applies to NYS (i.e., a bidder would bring on MWBE firms for eventual NYS work, only)?	Yes and we encourage use in other states.
30	Attachment 00 - Solicitation	1.1 Overview	Regarding the following: For New York State Only: OGS hereby establishes an overall goal of 30% for MWBE participation, 15% for Minority-Owned Business Enterprises ("MBE") participation and 15% for Women-Owned Business Enterprises ("WBE") participation (based on the current availability of qualified MBEs and WBEs). Please see Attachment 15, New York State Participating Addendum, Section 10, Contractor Requirements and Procedures for Business Participation Opportunities for NYS Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women for more information. Question 1: Does this 30% goal apply to vendors submitting proposals under Lot 2: Cooperative Lot? Question 2: If the 30% goal does apply to Lot 2: Cooperative Lot vendor bids, are vendors required to submit a plan to achieve the 15% MBE and 15% WBE participation requirements at the proposal level, or are these requirements to be met for NYS-specific opportunities or task orders issued under the eventual contract? If at the proposal level, what is the denominator on which a bidder is expected to establish a 30% MWBE goal?	1. For NYS, MWBE Participation goals apply to both the Master Contract and secondary competition on both Lots. For additional States participation, Goals under Lot 2 may be subject to their specific Participating Addendum. 2. Bidders on both Lots are required to identify MWBE's to fulfill the goals in their Bid Submission using the MWBE 100 MWBE Utilization Plan, per Solicitation Section 4.4 Content. The 30% goal is applicable to the NYS OGS Contract as a whole, while Authorized Users may include requirements of their own on the secondary competition level.
31	Attachment 00 - Solicitation	1.1 Overview	Will Authorized Users/Bidders be required to apply MWBE participation goals at the task order level under this Master Agreement, or is the 30 percent overall goal stated in Section 1.1 satisfied at the Master Agreement level through the Utilization Plan?	The 30% goal is applicable to the NYS OGS Contract as a whole, while Authorized Users may include requirements of their own on the secondary competition level.
32	Attachment 00 - Solicitation	1.1 Overview	Does the New York State MWBE Participation Goal of 30% apply to each individual task order issued by New York under the IDIQ, meaning that on each assignment the contractor must try to meet the 30% MWBE participation? Or does the 30% MWBE participation goal apply as an average across the collection of task orders? For example, if a contractor has 40% MWBE participation on task order 1 and 20% on task order 2, the participation would average to 30%.	The 30% goal is applicable to the NYS OGS Contract as a whole, while Authorized Users may include requirements of their own on the secondary competition level.
33	Attachment 00 - Solicitation	1.1 Overview	Is the rate card expected to be a ceiling, allowing us to discount those rates during the mini-bid?	The Net Hourly Rate proposed for each title will be the not-to-exceed price for that title.
34	Attachment 00 - Solicitation	1.1 Overview	Will NYS or Participating Entities provide a standardized SOW or mini-bid template, or will each entity define its own format and requirements?	NYS does not intend to provide a standardized SOW or mini-bid template. Other Participating Entities may provide a standardized SOW or mini-bid template.
35	Attachment 00 - Solicitation	1.1 Overview	The contract term is five years, with a five-year renewal option. If an MWBE is not one of the three firms selected for Lot 1 in 2026 for a specific category, will NYS Executive Agencies generally be restricted from soliciting these "Business Consulting Services" from that MWBE during their first-level effort securing their specific "form, function, and utility" of Business Consulting Services, given the current NYS Procurement Hierarchy?	NYS Executive Agencies would not be restricted from soliciting from these Vendors, however, Agencies must follow the NYS Order of Purchasing Priority to determine how they should proceed.

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36	Attachment 00 - Solicitation	1.1 Overview	NYS Finance Law § 163(6) grants agencies discretionary authority to purchase from MWBEs without a formal competitive process. The legislative goals of the 2025 increase in the MWBE discretionary threshold to $1.5M include (1) expanding MWBE participation in state spending by letting agencies buy directly from certified MWBEs up to a defined dollar threshold without full (burdensome) formal competition (2) reducing procedural barriers (complex RFP paperwork, exemplified in this RFP) for both agencies and MWBEs that disproportionately exclude smaller MWBE firms from state contracting opportunities and (3) leveraging discretionary purchasing as a tool to meet Article 15 A participation goals and address documented disparities (including 'disparity within the disparity') in state contracting. The current NYS Procurement Hierarchy, available at https://ogs.ny.gov/system/files/documents/2025/08/2023-nys-procurement-guidelines-revised-august-2025-for-posting.pdf, statutorily precludes the use of the streamlined MWBE discretionary procurement method when an OGS Centralized Contract exists. Thus, because OGS is creating a Centralized Contract for "Business Consulting Services", agencies can no longer leverage their discretionary authority to purchase "Business Consulting Services" from MWBEs. However, agencies can still leverage streamlined discretionary procurement methods for SDVOBs under the SDVOB program administered by OGS. Given that NYS law already gives higher priority to SDVOB discretionary (set-asides) over MWBE discretionary, why did OGS feel it was necessary to include SDVOB firms in the 18 (or few) firms allowed to receive "Business Consulting Services" opportunities for the next 10 years?	While SDVOB set-asides are authorized under the law, OGS did not include set-asides on this solicitation and resulting contracts and chose instead to include both MWBEs and SDVOBs in the applicable contract awards under this Solicitation.
37	Attachment 00 - Solicitation	1.1 Overview	NYS Finance Law § 163(6) grants agencies discretionary authority to purchase from MWBEs without a formal competitive process. The 2025 legislative increase in the MWBE discretionary threshold to $1.5M is grounded in compelling public policy. The current NYS Procurement Hierarchy statutorily precludes the use of the streamlined MWBE discretionary procurement method if an OGS Centralized Contract exists. Thus, because OGS is creating a Centralized Contract for "Business Consulting Services", agencies can no longer leverage their discretionary authority to purchase "Business Consulting Services" from MWBEs, locking them out of fair and open opportunities for the next 10 years and erecting administrative barriers for NYS MWBEs. On October 31st, 2025, Governor Hochul said. "For nearly four decades, we've been breaking down barriers and building pathways for all businesses to compete and thrive… empowering MWBEs to write the next chapter of New York's success story." On November 18th, 2025, Governor Hochul said. "By raising the discretionary purchasing threshold to $1.5 million …we are ensuring more MWBEs can compete, win, and thrive across our State." Given that OGS's Lot 1 creates a monopoly of 18 or fewer MWBE or SDVOB firms, many of which are likely large, national, out-of-state firms, the NYS MWBE community may perceive OGS's Lot 1 as an unnecessary barrier to the discretionary pathway to fairly compete and thrive in their home state. Since OGS's RFP is a national (NASPO) contract, with out-of-state evaluators, and must consider the needs of all 50 states, but has implications for the NYS MWBE community, would OGS consider simply removing the NYS-specific Lot 1 construct altogether to allow NYS MWBEs and Executive Agencies to leverage their discretionary authority in support of the Legislative and Executive intent of the streamlined MWBE discretionary method? In this way, OGS can still pursue its contract goals for SOWs greater than $1.5M with large, sophisticated national firms while allowing NYS MWBEs direct, fair, transparent, and inclusive participation in SOWs under $1.5M.	NYS OGS respectfully declines to make this change. Please note that while current discretionary thresholds are set at $1.5M for MWBEs and SDVOBs, OSC approval thresholds are still generally set at $50,000. Therefore, for many agencies, the more streamlined option is to have a pre-approved centralized contract available, rather than use discretionary purchasing authority which still requires a separate OSC approval process.
38	Attachment 00 - Solicitation	1.1 Overview	In other OGS Centralized Contracts, there have been widespread occurrences of fraud, waste, and abuse. One example is the NYS IG's and Times Union investigation into the HBITS contract. What accountability does OGS have to ensure oversight of fraud, waste, and abuse on this contract?	Please see Section 4.27 NYS Vendor Responsibility covering ongoing vendor responsibility requirements during the term of the contract. Please also note this contract may be audited at any time by applicable control agencies with audit authority.
39	Attachment 00 - Solicitation	1.1 Overview	All downstream activity under OGS Centralized Contracts lacks taxpayer transparency by design. They are not posted on the NYSCR and receive no actual audit oversight by OSC. Thus, these transactions cannot even be easily discovered under FOIL, since taxpayers don't know which transactions to FOIL, as no one outside the state government can identify them. Would OGS consider publishing a notification of opportunities released in NYS under this contract to further the public policy goal of transparency?	NYS OGS respectfully declines this request. There is currently no mechanism for OGS to do this; however, please note that all opportunities are required to be sent to all eligible contractors, and all transactions over $200K are subject to OSC approval.
40	Attachment 00 - Solicitation	1.1 Overview	NYS procurement laws and guidelines are fundamentally predicated on the fact that Executive Agency spending is funded by NYS taxpayers. Thus, if Agencies spend unnecessarily more than they need to (by searching for alternatives as each NYS family does every day at the grocery store), only for their own administrative convenience, taxpayers suffer. NYS taxpayers are not only facing an affordability crisis, but also face cuts to NYS healthcare, education, and housing. Thus, high-quality procurement processes that ensure "honest competition in order to obtain the best work or supplies at the lowest possible price" and are executed in good faith, rather than seeking creative legal loopholes, are the NYS government's duty, not an "administrative burden" to be "streamlined away". If NYS can spend a dollar less on the same good/service, that means one more dollar we can spend on healthcare or give back to NYS working families to put food on the table. What accountability does OGS have in ensuring its Executive Agencies' users (mandated to use OGS's contracts) are not prioritizing their administrative convenience (using OGS-sanctioned monopolies as opposed to searching for lower cost options at the actual time of purchase) at the expense of NYS's hardworking taxpayers, particularly when it is clear that the entire contract design is focused on reducing, not encouraging, "honest competition"?	This solicitation establishes centralized contracts, which are authorized in the law as a way to create administrative efficiencies for agencies looking to contract for these services when the contracts meet their form, function and utility requirements. Purchasing agencies remain responsible for their own purchasing decisions.
41	Attachment 00 - Solicitation	1.1 Overview	OGS has granted a Centralized Contract to a single monopoly firm without any required competition and without any conditions on scope (similar to this contract, meaning they are authorized to provide any service imaginable by an agency). In fact, NYSTEC's website states, "New York State's OGS established a centralized contract that enables NYS and NYC agencies to engage NYSTEC without a Request for Proposal (RFP) or going through the NYS Comptroller's office." NYSTEC was created with the direct support of the former OGS commissioner. At least $1B in NYS taxpayers' dollars has flowed to NYSTEC without any competition. Executive Agencies prefer to use NYSTEC because they don't have to do the "work of an RFP" that ensures "honest competition in order to obtain the best work or supplies at the lowest possible price." NYSTEC's pricing is higher than that available on other similar OGS contracts. NYSTEC's revenue comes almost entirely from NYS taxpayers, and its CEO makes $650,000/year. NYSTEC employs many retired state workers who are drawing NYS pensions and perpetuate back-room dealing through a revolving-door quid pro quo. Since OGS has already favored NYSTEC, are they eligible to bid on this RFP?	The NYSTEC program was established by the NYS Legislature in 1996, is authorized under current State law and is outside the scope of this Solicitation. Any vendor that meets the requirements of this Solicitation and is not debarred is eligible to submit a bid.
42	Attachment 00 - Solicitation	1.1 Overview	Do respondents need to include selected MWBE partners in our RFP response to qualify for Lot 1? Or is a set aside percentage commitment with a plan to select MWBE partners after the award notice sufficient?	Bidders on both Lots are required to identify MWBE's to fulfill the goals in their Bid Submission using the MWBE 100 MWBE Utilization Plan, per Solicitation Section 4.4 *Content* .
43	Attachment 00 - Solicitation	1.1 Overview	Could you please clarify whether self-performed work by a NYS-certified WBE prime contractor may be counted toward the WBE participation goal for this solicitation, and if so, how that participation should be reflected on Form MWBE 100?	Work self-performed by a NYS WBE-certified prime contractor does count toward the solicitation's 15% WBE participation goal. Bidders may list their own information on the MWBE 100. Bidders are also reminded of the 15% goal for MBEs; any applicable MBE subcontractors, suppliers, and/or resellers should also be listed on the MWBE 100.
44	Attachment 00 - Solicitation	1.1 Overview / Attachment 15 - New York State Participating Addendum / Attachment 08 - Encouraging Use of New York State Businesses in Contract Performance	For a Bidder proposing only under Lot 2, please confirm whether the Bidder is required to submit any subcontractor participation plan, MWBE utilization plan, SDVOB participation documentation, or similar supplier diversity plan with its Bid, and if so, please identify the required form(s)	Bidders must submit all subcontractor, MWBE, and SDVOB plans listed in Solicitation Section 4.4 *Content* .
45	Attachment 00 - Solicitation	1.11 Definitions	While the solicitation states that the objective of the Master Agreements is to establish qualified consulting firms, 1.11 Definitions lists a definition for "Products". For the avoidance of any doubt, can you please confirm that this solicitation is for services only and that products will not be procured through the awarded Master Agreements?	Per Solicitation Section 1.12 *Definitions* , "Products" shall refer to items under any Solicitation or Contract and may include commodities, services, and/or technology.

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46	Attachment 00 - Solicitation	1.2 Scope	Is the Digital Operations category platform/vendor agnostic, or are there preferred or pre-approved ERP systems, cloud platforms, or enterprise software stacks that NY OGS or participating entities expect contractors to align with?	Bidders may propose any Digital Operations platforms and vendors.
47	Attachment 00 - Solicitation	1.2 Scope	Are lot 2 projects limited to projects exceeding the $1.5 million discretionary threshold?	Lot 2 does not have a minimum discretionary threshold.
48	Attachment 00 - Solicitation	1.2 Scope	Will not being awarded a lot on this solicitation / master agreement preclude an MWBE from doing business with / contracting with NYS?	Not being awarded a lot on the master agreement will not preclude an MWBE from doing business with or contracting with NYS.
49	Attachment 00 - Solicitation	1.2 Scope	Can you confirm that there are no MWBE goals if our firm falls under Lot 2 Cooperative? If not, how should we complete the MWBE Utilization Plan?	For NYS, MWBE Participation goals apply to both the Master Contract and secondary competition on both Lots. For additional States participation, goals under Lot 2 may be subject to their specific Participating Addendum. Bidders on both Lots are required to identify MWBE's to fulfill the goals in their Bid Submission using the MWBE 100 MWBE Utilization Plan, per Solicitation Section 4.4 *Content* . In addition, Bidders are encouraged to refer to Solicitation Update #1, MWBE & SDVOB Interest in Partnering with Bidders.
50	Attachment 00 - Solicitation	1.2 Scope	Please confirm that a Bidder may submit a proposal for only selected categories, such as Digital Operations and/or Management & Operational, and is not required to submit for all six categories.	Bidders are not required to bid on all categories. Bidders shall indicate the category, or categories, for which their bid is being submitted under, in Attachment 5 *Bidder Response Worksheet* , Section II.
51	Attachment 00 - Solicitation	1.2 Scope	The solicitation states "Lot 1 MWBE & SDVOB (NY Only- For projects not exceeding discretionary threshold, currently $1.5 million)". Does the $1.5 million threshold apply to an individual contract action or the total potential amount of an awarded contract? If the latter, would the Government consider raising the threshold to $5 million?	The $1.5 million threshold applies to each Authorized User project, not to the awarded OGS contract total.
52	Attachment 00 - Solicitation	1.2 Scope	The solicitation states "Lot 1 MWBE & SDVOB (NY Only- For projects not exceeding discretionary threshold, currently $1.5 million)". To clarify, awards for Lot 1 cover New York State only are not applicable for any other state?	Lot 1 applies to NYS only; however, per Attachment 5A *RFP Evaluation Plan* , section "Award Selection," Bidders awarded under this lot will have the opportunity to make their awarded Master Agreements available for use through the NASPO ValuePoint cooperative program.
53	Attachment 00 - Solicitation	1.2 Scope	The solicitation states "Lot 1 MWBE & SDVOB (NY Only- For projects not exceeding discretionary threshold, currently $1.5 million)". Considering NYS is leading this procurement for NASPO, would the Government consider expanding the scope and number of awards for all applicable states, provided the offerors have the relevant MWBE and/or SDVOB certification for that state?	NYS OGS respectfully declines to modify the scope and number of awards for Lot 1. Lot 1 applies to NYS only; however, per Attachment 5A *RFP Evaluation Plan* , section "Award Selection," Bidders awarded under this lot will have the opportunity to make their awarded Master Agreements available for use through the NASPO ValuePoint cooperative program.
54	Attachment 00 - Solicitation	1.2 Scope	Must a bidder submit a proposal for all categories, or can they limit submissions to several categories and subcategories?	Bidders are not required to bid on all categories. Bidders shall indicate the category, or categories, for which their bid is being submitted under, in Attachment 5 *Bidder Response Worksheet* , Section II.
55	Attachment 00 - Solicitation	1.2 Scope	Can a bidder be awarded in multiple categories within Lot 2 (Cooperative) or is award limited to one lot per category?	Yes. Bidders may be awarded in multiple categories in either Lot. The highest scoring Bidder within each Lot and Category will be Awarded. Please also refer to Solicitation Section 5.B.1.
56	Attachment 00 - Solicitation	1.2 Scope	Can a bidder win awards in both Lot 1 and Lot 2? If so, how will that affect the number of awards chosen in Lot 2?	A Bidder may be awarded in both Lot 1 and Lot 2. Being awarded in both lots will not impact the number of awards permitted for each category and the methodology of award detailed Solicitation Section 5.B *Award Process.*
57	Attachment 00 - Solicitation	1.2 Scope	Can NYS confirm whether a vendor that is MWBE-certified, regardless of business size, is eligible to submit proposals under both Lot 1 (MWBE & SDVOB – NY Only) and Lot 2 (Cooperative) for the same categories? If eligible, can a bidder submit proposals to both Lots simultaneously for the same categories?	Eligible Bidders may bid on one or both Lots if they meet the minimum requirements for the applicable Lot(s).
58	Attachment 00 - Solicitation	1.2 Scope	Can NYS confirm that services under this contract are limited to advisory and consulting services, and do not include implementation, managed services, or staff augmentation?	Services proposed under each category must fall within the scope listed in Attachment 1 *Scope of Work* and may not include services excluded in Attachment 1. In particular, Category B, Digital Operations, may not include the areas listed in Attachment 1.III.B, including but not limited to implementation services and managed services.
59	Attachment 00 - Solicitation	1.2 Scope	The NYS Procurement Guidelines' first Operating Principle is to "ensure fair and open competition". In this RFP, OGS's centralized contract administratively restricts competition to the firms selected in 2026, granting them a 10-year monopoly on all "Business Consulting Services". Further, OGS admits the scope is intentionally broad and undefined. Historically, the OSC and New York courts have rejected procurement structures that restrict competition through ill-defined scopes because the "overarching concern in any state procurement is that the competitive process be fair" and the law mandates that agencies "establish a reasonable process for ensuring a competitive field" to foster "honest competition in order to obtain the best work or supplies at the lowest possible price", mandates which are violated when OGS imposes knowingly arbitrary qualifications for an "unknowable" scope that restrict competition and effectively "erased the public policy goals" associated robust competition. How can OGS assure NYS taxpayers that in 2028 (for example), firms that are excluded from 2026 competition cannot provide 'better work at lower prices' than the monopoly firms selected in 2026?	Setting contract term length is always a balance between seeking competition and administrative efficiency. For example, it would be very inefficient to rebid a contract of this size and complexity every year. The term of the contracts resulting from this Solicitation is consistent with standard terms of other similar centralized contracts.
60	Attachment 00 - Solicitation	1.2 Scope	NYS Finance Law § 163(4)(d) mandates that service contracts be awarded on the basis of Best Value. Furthermore, Procurement Guidelines Section 6.2.2 states that Best Value evaluations must include a method for "combining the results of the technical and cost proposal evaluations". OGS admits the scope is intentionally broad and undefined. SFL § 163(2)(c)(i) mandates that state procurement procedures "require a clear statement of product specifications, requirements or work to be performed". SFL § 163(9)(b) explicitly requires that every solicitation "prescribe the minimum specifications or requirements that must be met in order to be considered responsive". OGS has written, "It is axiomatic that government entities have broad discretion in setting minimum qualifications as long as those minimum qualifications are rationally related to the type, quantity, and value of the goods or services to be procured and (2) are not established with the intent to favor or disfavor particular bidders or otherwise limit competition." How then can NYS Best Value be demonstrated (especially when establishing a monopoly set of vendors and arbitrarily limiting downstream competition for 10 years) when there is an open universe of potential specifications? In other words, how can OGS assure NYS taxpayers that the monopoly firms established in 2026 can provide the "best work" at "the lowest possible price" over the next 10 years when there is nothing in the 2026 RFP that minimally defines "work"?	This contract does not create a monopoly. It establishes centralized contracts, which are authorized in the law as a way to create administrative efficiencies for agencies looking to contract for these services. OGS routinely establishes centralized contracts for many different types of commodities and services that are commonly needed by Authorized Users.
61	Attachment 00 - Solicitation	1.2 Scope	Given that there are thousands of NYS-certified MWBEs, what is the rational basis for limiting Lot 1 to only three (3) MWBE/SDVOB awards per category?	As with all OGS centralized contracts, it is within the agency's discretion to set the structure of the contract and number of contract awards to best meet the needs of the Authorized Users while balancing the capacity to administer the contracts by OGS.
62	Attachment 00 - Solicitation	1.2 Scope	Does OGS acknowledge that the current NYS Procurement Hierarchy found at https://ogs.ny.gov/system/files/documents/2025/08/2023-nys-procurement-guidelines-revised-august-2025-for-posting.pdf legally requires NYS Executive Agency spending on "Business Consulting Services" to be directed to the 18 (or fewer) MWBE and SDVOB firms selected by OGS in Lot 1?	No, as with all OGS centralized contracts, Authorized Users must determine whether a contracting vehicle meets its form, function and utility requirements before proceeding with the order of purchasing priority established in the State Finance Law.
63	Attachment 00 - Solicitation	1.2 Scope	Lot 1 is restricted to NYS-Certified MWBE and SDVOB firms. Why has OGS decided to exclude NYS Small Business Enterprises (NYS SBEs) from Lot 1 participation?	It is within the agency's discretion how to best structure the solicitation and resulting contract award, and in this case OGS has decided to match Lot 1 to the existing discretionary purchasing authority under the State Finance law for MWBEs and SDVOBs. SBEs do not have the same discretionary purchasing authority as MWBEs and SDVOBs under current law.
64	Attachment 00 - Solicitation	1.2 Scope	The NYS MWBE program, administered by ESD, and the SDVOB program, administered by OGS, don't require the certified business to be domiciled in NYS. Thus, is it possible that the 18 (or fewer) Lot 1 firms selected by OGS are out-of-state firms?	Yes, it is possible for a certified MWBE or SDVOB to be domiciled out of NYS under current law.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
65	Attachment 00 - Solicitation	1.2 Scope	If the list of out-of-scope items is limited to standard exclusions (e.g., hardware or staff augmentation), does OGS acknowledge that this "ill-defined" scope covers nearly every conceivable professional consulting engagement? If so, what is the rational basis for creating an administrative monopoly by restricting this infinite scope to only three (3) MWBE firms per category for a period of up to ten (10) years?	This contract does not create a monopoly. It establishes centralized contracts, which are authorized in the law as a way to create administrative efficiencies for agencies looking to contract for these services. OGS routinely establishes centralized contracts for many different types of commodities and services that are commonly needed by Authorized Users.
66	Attachment 00 - Solicitation	1.2 Scope	Precedent requires that minimum qualifications be "rationally related to the type, quantity, and value of the goods or services to be procured". Since OGS admits the requirements of future projects are "unknowable" at this stage and the scope is essentially unlimited , how can OGS legally justify restricted awards when it cannot foster "honest competition in order to obtain the best work" for niche requirements that three firms cannot realistically fulfill?	Centralized contracts are a long-standing method of contracting authorized under the law. For services such as these, while the general scope can be defined at the time of establishing the centralized contract, the specific project details needed by each Authorized User will, of course, not be available until each Authorized User uses the contract. This is why the structure of these types of contracts includes a secondary level of competition, often called mini-bids or RFQs, and such details are included at that time.
67	Attachment 00 - Solicitation	1.2 Scope	Can you please confirm if partnering with a MBWE or SDVOB would enable large businesses to qualify for Lot 1 or does respondent need to hold MBWE or SDVOB status?	Per Solicitation Section 2 *Bidder Qualifications:* For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB.
68	Attachment 00 - Solicitation	1.2 Scope	Is the award tied to Lot 1 for a resulting NY Participating Addendum?	All awarded Bidders will enter into a Participating Addendum with NYS for both Lots 1 and 2.
69	Attachment 00 - Solicitation	1.2 Scope	If qualified for the Digital Operations (B), does this preclude us from later bidding on and providing implementation services work, if related?	In accordance with New York State Finance Law Section 163-a, any vendor who prepares or furnishes specifications for a technology procurement is prohibited from bidding on such procurement unless an exception applies.
70	Attachment 00 - Solicitation	1.2 Scope	Attachment 05a confirms that NYS-certified MWBE Bidders may propose under both Lot 1 and Lot 2 simultaneously. Please clarify whether a firm that submits as an independent Prime Bidder in Lot 2 for a given category may also be named as a subcontractor on a separate firm's Lot 2 bid for that same category.	Yes, a Vendor that submits as an independent Prime Bidder in Lot 2 for a given category may also be named as a subcontractor on a separate Vendor's Lot 2 bid for that same category.
71	Attachment 00 - Solicitation	1.2 Scope	Where a NYS-certified MWBE firm holds its own Lot 1 and/or Lot 2 Master Agreement as Prime in a given category, may that same firm simultaneously be named as a subcontractor on the Master Agreements of multiple separate Lot 2 awardees in that same category, for example, serving as the MWBE subcontractor on the awarded teams of three or four different Lot 2 Prime holders concurrently? Is there any limit on the number of separate Lot 2 Master Agreements on which an MWBE firm may appear as a named subcontractor, and does holding a Prime award in the same category and lot create any restriction on the firm's ability to subcontract under other awardees' Master Agreements?	Yes, a Vendor that submits as an independent Prime Bidder in Lot 2 for a given category may also be named as a subcontractor on a separate Vendor's Lot 2 bid for that same category. There is no limitation or restrictions on a Vendor ability to subcontract under other Awardees Master Agreements.
72	Attachment 00 - Solicitation	1.2 Scope / Attachment 1, II Master Agreement Objectives	OGS explicitly states that the Scope of Work is "not intended to limit a proposal's content or exclude any relevant or essential data" and warns Bidders not to interpret it as being "limited to any specific purchase, implementation, project, need, or program". Given that these "high-level" categories are designed to cover both "common" and "niche" needs, could OGS provide a definitive list of services that are specifically and expressly out of scope?	With the exception of Attachment 1 - Scope, III. B, there is no definitive list of services that are specifically and expressly out of scope. It will be up to the discretion of NYS and any participating entity to define out of scope activity as part of the Participating Addendum process. It is incumbent upon the Contract users to demonstrate a direct relevance to the Categories in Attachment 1 - Scope Section II A-F.
73	Attachment 00 - Solicitation	1.2 Scope / Attachment 15, Section 10	For engagements awarded under Lot 1 (MWBE & SDVOB Lot), is the awarded prime contractor permitted to subcontract work to a firm awarded under Lot 2 (Cooperative Lot)?	There is no limitation or restrictions on a Vendor's ability to subcontract under other Awardees Master Agreements. However, Vendors should understand their own MWBE/SDVOB goals as part of their Contract.
74	Attachment 00 - Solicitation	1.3 Estimated Quantities	Because no specific quantities or participation levels are guaranteed, will OGS provide historical spend, estimated annual volume, or anticipated usage from Interested States to support pricing assumptions?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical spend figures that can be provided.
75	Attachment 00 - Solicitation	1.4 Key Events / Dates	Given the timeline outlined in Key Events/Dates, including responses to bidder questions being released on May 21, 2026, and the proposal submission deadline of June 3, 2026, would the State consider extending the RFP response deadline to allow vendors sufficient time to incorporate clarifications and develop comprehensive proposals?	Using the State reserved right to extend the deadline for RFP Response with notification through the NYS Contract Reporter, NYS OGS has extended the Bid opening date to August 26, 2026. Bids shall be delivered on or before 1:30 p.m. ET, on or before the Bid opening date.
76	Attachment 00 - Solicitation	1.4 Key Events/Dates	In order to provide the most comprehensive and cost effective response, will the State extend the due date to June 26, 2026?	Using the State reserved right to extend the deadline for RFP Response with notification through the NYS Contract Reporter, NYS OGS has extended the Bid opening date to August 26, 2026. Bids shall be delivered on or before 1:30 p.m. ET, on or before the Bid opening date.
77	Attachment 00 - Solicitation	1.4 Key Events/Dates	Would OGS consider extending the due date by two weeks to allow additional time to incorporate responses to questions into our response?	Using the State reserved right to extend the deadline for RFP Response with notification through the NYS Contract Reporter, NYS OGS has extended the Bid opening date to August 26, 2026. Bids shall be delivered on or before 1:30 p.m. ET, on or before the Bid opening date.
78	Attachment 00 - Solicitation	1.4 Key Events/Dates	Can the due date of the solicitation be extended to mid-June due to competing New York State solicitations?	Using the State reserved right to extend the deadline for RFP Response with notification through the NYS Contract Reporter, NYS OGS has extended the Bid opening date to August 26, 2026. Bids shall be delivered on or before 1:30 p.m. ET, on or before the Bid opening date.
79	Attachment 00 - Solicitation	1.6 Bidder Questions (How to Ask Questions)	Will NYS consider answering RFP questions on a rolling basis, to allow for adequate time to implement any necessary changes before hardcopy submission?	NYS OGS does not intend to release the responses to questions on a rolling basis.
80	Attachment 00 - Solicitation	1.6 Bidder Questions (How to Ask Questions)	How will OSC Procurement Service address Bid Deviations that are proposed without a corresponding question raised during the Question & Answer process?	Please refer to Solicitation Section 4.9 Bid Deviations. If Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
81	Attachment 00 - Solicitation	1.9 (NYS Only) MWBE & SDVOB Interest in Participating with Bidders	Will not responding to this solicitation, either as a prime or subcontractor to a prime, preclude an MWBE from doing business with / contracting with NYS?	No, not bidding on RFP 23420 will not preclude doing business or contracting with NYS.
82	Attachment 00 - Solicitation	1.9 (NYS Only) MWBE & SDVOB Interest in Participating with Bidders	If you are submitting in the cooperative Lot 2 category, do you need a MBE, WBE, or other disadvantaged partner?	Bidders have an obligation to demonstrate how they intend to meet MWBE/SDVOB Goals, or demonstrate their "good faith efforts". Please see Attachment 15 - NYS Participating Addendum Sections 10 (including section 10.IV) & 11.
83	Attachment 00 - Solicitation	1.9 (NYS Only) MWBE & SDVOB Interest in Participating with Bidders	When will the list of interested NYS-certified MWBE and SDVOB vendors be posted, and may Bidders use that list to identify potential subcontracting partners for this proposal?	Bid Update #1 "MWBE & SDVOB Interest in Partnering with Bidders (NYS Lot Only)" was posted on the NYS OGS website for this opportunity on May 13, 2026. Notification of the bid update was also posted on the NYS Contract Reporter. Bidders are encouraged to use the list of interested MWBE and SDVOBs to identify potential subcontracting partners.
84	Attachment 00 - Solicitation	1.9 (NYS Only) MWBE & SDVOB Interest in Participating with Bidders	Can Bidders responding to Lot 2 Cooperative include MWBE organizations responding to the Lot 1 MWBE & SDVOB in their MWBE utilization plans? Or are MWBE organizations responding to Lot 1 prohibited from partnering with Bidders for a response to Lot 2?	Bidders responding to Lot 2 may include MWBE organizations that are also responding to Lot 1 in their MWBE utilization plans.
85	Attachment 00 - Solicitation	1.9 (NYS Only) MWBE & SDVOB Interest in Participating with Bidders	Would a certified firm bidding on Lot 1 providing notice that it is available to work with Lot 2 firms impact evaluation of the Lot 1 bid?	An MWBE or SDVOB's notice of interest in participating with Lot 2 Bidders would not impact the MWBE or SDVOB's Lot 1 bid evaluation.
86	Attachment 00 - Solicitation	1.9 (NYS Only) MWBE & SDVOB Interest in Participating with Bidders	Seeking clarification regarding the submission of information in the Solicitation, Section 1.9. Section 1.9 states for an interested New York State certified SDVOB wanting to work "with participating Bidders, please send an e-mail..." However, follow-up response received after submitting an email expressing interest stated to submit "in accordance with Solicitation Section 4: Bid Submission (How to Respond)." This Bidder Question form is attached to the email response. I am working on my NY State SDVOB certification and would like to be considered to work with participating Bidders. Additionally, I am also considering submitting a bid in accordance with Section 4.	Bidders may submit notice of interest in participating with other Bidders in addition to submitting their own bid.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
87	Attachment 00 - Solicitation	1.9 (NYS Only) MWBE & SDVOB Interest in Partnering with Bidders	I did read that all SDVOB's and MWBE's needed to email by 5/11 and express interest to work with the prime bidders. Are we unable to move forward with outreach if this wasn't done?	OGS reserves the right to add additional SDVOBs and MWBEs to the list of interested partners.
88	Attachment 00 - Solicitation	2. Bidder Qualifications	When a Vendor proposes a subcontractor as part of its solution, will the State consider the subcontractor's qualifications, experience, and subject matter expertise as meeting the requirements for the applicable Scope of Work and Business Consulting Categories?	No, per Section 2 Bidder Qualifications, the Bidder, as the prime contractor, shall have the burden of demonstrating to the satisfaction of NYS OGS that it can meet the requirements for the applicable categories in the Scope of Work. Per the revised Attachment 5 *Bidder Response Worksheet* , Bidders must have been the contracted entity for any project examples and/or experience, and must clearly demonstrate their role as the prime contractor and the role of any subcontractors.
89	Attachment 00 - Solicitation	2. Bidder Qualifications	Is there a required or recommended length for the project description narrative?	There is not a required or recommended length for project description narrative.
90	Attachment 00 - Solicitation	2. Bidder Qualifications	Beyond the stated requirements (contact information, dates, and project description), are there specific content elements — such as project outcomes, team structure, or dollar value — that Bidders should address to demonstrate relevance to the proposed category?	Per Attachment 5A *Bidder Response Worksheet* , Section 3.A: Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
91	Attachment 00 - Solicitation	2. Bidder Qualifications	Should the project description explicitly reference the subcategories listed in Attachment 01 that the example relates to, or is a general description of the engagement sufficient?	The deliverables, categories, and subcategories listed in Attachment 1 are meant to serve as a guide in establishing a comprehensive list of vendors to assist public entities in delivering high-quality services to their constituents. Therefore, the project descriptions should explicitly reference the category and subcategory for which the Bidder is proposing services.
92	Attachment 00 - Solicitation	2. Bidder Qualifications	Where are bidders meant to submit the resume for the proposed lead per service category?	Bidders should include the resume as a separate attachment with their response in Attachment 5 *Bidder Response Worksheet* .
93	Attachment 00 - Solicitation	2. Bidder Qualifications	Requirement A states "For each category that Bidders are proposing, they shall provide two (2) examples of projects delivered to public entities, within the past five (5) years." In the case of Scope A, can you clarify whether that is 2 project examples for Management & Operational Consulting overall that encompass as many of the subcategories as possible, or is it 2 examples for each of the Scope A subcategories?	Bidder must provide two (2) project examples for each Business Consulting Category (e.g., Management & Operational Consulting) listed in Attachment 1 - Scope of Work, Section II, A-F. Bidders are not required to respond to each subcategory within a category.
94	Attachment 00 - Solicitation	2. Bidder Qualifications	Can one project that legitimately spans multiple categories be submitted as evidence for each?	Each project may only be submitted for one (1) category. Per Attachment 5 *Bidder Response Worksheet* , Section III.A.1, Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). However, the same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
95	Attachment 00 - Solicitation	2. Bidder Qualifications	May a single bidder participate in proposals for the same consulting category in two capacities, namely as a prime bidder submitting its own proposal and as a named subcontractor on another bidder's proposal for that same category? If permitted, are there any restrictions on the bidder's ability to be evaluated or awarded under both submissions, and does participation as a subcontractor on another proposal affect the bidder's own proposal evaluation?	A Bidder may submit as a Prime Bidder in a given category and may also be named as a subcontractor on a separate Bidder's bid for that same category. The Bidder will be evaluated from its submission as a Prime Bidder. Participation as a subcontractor will not be used to evaluate Bidder's own proposal.
96	Attachment 00 - Solicitation	2. Bidder Qualifications	Is providing more than two (2) example projects allowable for each of the service areas? Some areas are broad enough in scope and two projects may not provide coverage for all Deliverables.	Bidder should only provide two (2) projects per category per Lot being proposed that are directly related to the proposed category and occurred within the past five (5) years.
97	Attachment 00 - Solicitation	2. Bidder Qualifications	This Section states that bidder's should indicate their abilities to meet the requirements of this RFP on Attachment 05, Bidder Response Worksheet. Attachment 05 was not included in the RFP package, can you provide?	Attachment 5 *Bidder Response Worksheet* is available online with the other Solicitation documents. View the NYS Contract Reporter and NYS OGS website below for all Solicitation information and updates: https://ogs.ny.gov/procurement/bid-opportunities
98	Attachment 00 - Solicitation	2. Bidder Qualifications	For required past performance examples, does "public entities" include federally funded quasi-public entities, tribal governments, public universities, and international donor-funded public institutions, or is this limited strictly to U.S. state/local governmental entities?	OGS intends the term public entity to be interpreted broadly. However, it is up to each bidder to demonstrate that its project was delivered to a public entity. OGS reserves the right to seek clarifications as necessary.
99	Attachment 00 - Solicitation	2. Bidder Qualifications	May bidders rely on subcontractors or formal teaming partners to satisfy category expertise and past performance requirements, and if so, how should those qualifications be presented and evaluated?	No, per Section 2 Bidder Qualifications, the Bidder, as the prime contractor, shall have the burden of demonstrating to the satisfaction of NYS OGS that it can perform the work required. Per the revised Attachment 5 Bidder Response Worksheet, Bidders must have been the contracted entity for any project examples and/or experience, and must clearly demonstrate their role as the prime contractor and the role of any subcontractors.
100	Attachment 00 - Solicitation	2. Bidder Qualifications	Can Key Personnel past experience of delivery to public entities in the past 5 years be used to qualify the bidding firm?	No, per Section 2 Bidder Qualifications, Bidder shall have the burden of demonstrating to the satisfaction of Procurement Services that it can perform the work required. The lead's experience does not solely qualify the Bidder's firm.
101	Attachment 00 - Solicitation	2. Bidder Qualifications	If a subcontractor is MWBE certified, can Prime vendor bid under Lot 1?	Bidders on Lot 1 must be NYS MWBE or SDVOB certified.
102	Attachment 00 - Solicitation	2. Bidder Qualifications	Do project examples need to be limited to public sector clients, or will quasi-government, nonprofit, or federally funded projects be considered acceptable?	OGS intends the term public entity to be interpreted broadly. However, it is up to each bidder to demonstrate that its project was delivered to a public entity. OGS reserves the right to seek clarifications as necessary.
103	Attachment 00 - Solicitation	2. Bidder Qualifications	For the required project examples, are subcontractor, partner, or advisory roles acceptable, or must all examples be performed as the prime contractor?	Bidder shall have the burden of demonstrating to the satisfaction of NYS OGS that it can perform the work required as the prime contractor by submitting its own required project examples.
104	Attachment 00 - Solicitation	2. Bidder Qualifications	Given that Section A Bidder Qualifications states that for each category that Bidders are proposing, they shall provide two (2) examples of projects delivered to public entities, within the past five (5) years, can New York State OGS clarify whether public entities include political subdivisions and nonprofits as well as public sector agencies?	OGS intends the term public entity to be interpreted broadly. However, it is up to each bidder to demonstrate that its project was delivered to a public entity. OGS reserves the right to seek clarifications as necessary.
105	Attachment 00 - Solicitation	2. Bidder Qualifications	In past protests, it has been argued that minimum qualifications must be rationally related to the scope. For Lot 1, OGS requires two project examples within 5 years. Without a defined scope of work, how does OGS justify these specific numeric thresholds as being anything other than arbitrary parameters used to reduce administrative burden rather than serving the taxpayers' best interest?	The intent of the minimum qualifications is to ensure that only qualified and reliable contractors are awarded contracts. This protects the public interest of providing a reasonable assurance that a contractor can perform the work competently and responsibly.
106	Attachment 00 - Solicitation	2. Bidder Qualifications	Which document should respondents enter the details for their chosen lead to be assigned to the Contract resulting from this Solicitation? Is this lead role intended to be the Contract Administrator or Sales/Delivery Lead?	Enter project lead details into the revised Attachment 5 *Bidder Response Worksheet* . The project lead must have a minimum of five (5) years of experience leading public sector engagements. Contract Administrator, Sales/Delivery Leads, and other roles should be identified in Attachment 4 *Bidder Information Questionnaire* and Attachment 14 *Contractor and Reseller/Distributor Information Sheet.*
107	Attachment 00 - Solicitation	2. Bidder Qualifications	May bidders submit additional project examples beyond the required minimum of two per category? If so, will additional examples be considered in the Technical Criteria evaluation?	Bidder should only provide two (2) projects per category per Lot being proposed that are directly related to the proposed category and occurred within the past five (5) years. Additional examples will not be evaluated.
108	Attachment 00 - Solicitation	2.A Bidder Qualifications	Can a bidder submit more than two examples of work, or are we limited to two?	Bidder should only provide two (2) projects per category per Lot being proposed that are directly related to the proposed category and occurred within the past five (5) years.
109	Attachment 00 - Solicitation	2.A Bidder Qualifications	Must bidder have been the prime contract on the projects or can they have been a subcontractor?	Bidder shall have the burden of demonstrating to the satisfaction of NYS OGS that it can perform the work required as the prime contractor by submitting its own required project examples.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
110	Attachment 00 - Solicitation	2.A Bidder Qualifications	Must the project be same subject matter as Lots A-F?	For each Category proposed, the subject matter of the project must be applicable to the Category and associated category examples provided in Attachment 1- Scope for each Category.
111	Attachment 00 - Solicitation	2.A Bidder Qualifications	For "contact information" should that be someone who works for the bidder or should it be a person from the public entity for whom the project was completed?	For each project, Bidder must provide contact information for the public entity for whom the project was completed.
112	Attachment 00 - Solicitation	2.A Bidder Qualifications	For the project description are their standard items bidder must provide? If so, please provide.	Per Attachment 5 *Bidder Response Worksheet* , Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
113	Attachment 00 - Solicitation	2.A Bidder Qualifications	Can the projects be ongoing/current projects, or must the projects have been completed?	Per Attachment 5 *Bidder Response Worksheet* , Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years.
114	Attachment 00 - Solicitation	2.A Bidder Qualifications	Please confirm whether projects performed for state agencies, counties, municipalities, public universities, public health agencies, public benefit corporations, school districts, and other public-sector entities qualify as "public entity" project examples.	OGS intends the term public entity to be interpreted broadly. However, it is up to each bidder to demonstrate that its project was delivered to a public entity. OGS reserves the right to seek clarifications as necessary.
115	Attachment 00 - Solicitation	2.A Bidder Qualifications / Attachment 1, Section III.3.B	Section 2.A of the Solicitation requires project examples to "demonstrate their ability to provide services" with no geographic qualifier. Attachment 01, Section III.3.B applies a higher standard, requiring those same examples to demonstrate the ability to provide services nationwide (Cooperative Lot) or statewide (MWBE & SDVOB Lot). These two provisions appear to conflict. Please clarify: (1) which standard governs the evaluation of project examples, and (2) if the Attachment 01 standard controls, must each individual project example reflect national or statewide service delivery, or may bidders address geographic reach separately in their proposal narrative while using the project examples solely to demonstrate category-relevant experience?	The specific details outlined in the Attachment 1 *Scope of Work* are required to be considered a complete bid submission. Please refer to the updated Attachment 1 posted on the OGS website. Demonstration of a Bidder's ability to provide services will be evaluated independently from a Bidder's ability to provide services in geographic location(s). Bidders may demonstrate category-relevant experience in both the project description and/or project examples, but are not required to demonstrate regional coverage in these sections. Bidders must indicate the NYS regions (Lot 1) and/or States and Territories (Lot 2) in Attachment 5 *Bidder Response Worksheet* , section III.C and III.D.
116	Attachment 00 - Solicitation	2.A Bidder Qualifications, 3. Specifications / Attachment 01 - Scope of Work	Please confirm whether Bidders may use past performance examples that included technology implementation, system configuration, or deployment activities, provided the examples also demonstrate relevant business consulting services and the Bidder's proposed services under this solicitation remain limited to the scope of Business Consulting Services.	Per Attachment 5 *Bidder Response Worksheet* , Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
117	Attachment 00 - Solicitation	2.B Bidder Qualifications	Does the government consider the "lead" who will be assigned to the contract resulting from this solicitation key personnel? Can the lead be representative staff?	The project lead must have a minimum of five (5) years of experience leading public sector engagements.
118	Attachment 00 - Solicitation	2.B Bidder Qualifications	The solicitation calls for project examples from the public sector. In addition to national and state governments, would the inclusion of non-profit organizations, particularly as their missions' relate to public service, and institutions of higher education also quality?	OGS intends the term public entity to be interpreted broadly. However, it is up to each bidder to demonstrate that its project was delivered to a public entity. OGS reserves the right to seek clarifications as necessary.
119	Attachment 00 - Solicitation	2.B Bidder Qualifications	For the required project examples, can OGS please clarify how examples will be evaluated and what types of experience are preferred? Specifically, is preference given to examples that demonstrate scale and complexity? Additionally, should examples reflect national or multi-state implementations, or is it sufficient to demonstrate experience across multiple states through individual engagements?	NYS OGS respectfully declines to provide additional detail. Please refer to Attachment 5a Stage 3: Technical Criteria Evaluation for the breakdown of Technical points possible. For additional detail, refer to Attachment 5 *Bidder Response Worksheet* . Bidder responses in Attachment 5, Sections C - New York State Coverage (MWBE and SDVOB Lot Only) and D - National Coverage (Cooperative Lot Only) shall be reviewed to determine coverage abilities.
120	Attachment 00 - Solicitation	2.B Bidder Qualifications	The Solicitation states that Bidders must propose one lead to be assigned to the resulting Contract. Can OGS confirm that this refers to a single overall contract-level lead (e.g., contract manager) for the Master Agreement, rather than a separate lead for each consulting category or topic area?	Enter one (1) project lead details into the revised Attachment 5 *Bidder Response Worksheet* . The project lead must have a minimum of five (5) years of experience leading public sector engagements. Contract Administrator, Sales/Delivery Leads, and other roles should be identified in Attachment 4 *Bidder Information Questionnaire* and Attachment 14 *Contractor and Reseller/Distributor Information Sheet.*
121	Attachment 00 - Solicitation	2.B Bidder Qualifications	If a Bidder proposes multiple categories, must the Bidder assign a separate qualified engagement lead for each category, or may one qualified Contract Lead support all proposed categories?	Bidder should propose one qualified lead to be assigned to the Contract.
122	Attachment 00 - Solicitation	2.B Bidder Qualifications	If separate engagement leads are proposed by category, must each engagement lead individually meet the minimum requirement of five years of experience leading public sector engagements?	Bidder should propose one qualified lead to be assigned to the Contract.
123	Attachment 00 - Solicitation	2.B Bidder Qualifications	For the lead role, is the state seeking a contract manager with five (5) or more years of experience or a project engagement/delivery leader?	The lead is not restricted to a specific title. Bidder must ensure that the proposed lead has a minimum of five (5) years of experience leading public sector engagements.
124	Attachment 00 - Solicitation	2.B Bidder Qualifications	Must the lead person have specific experience in Lots A-F being bid? If so, please provide the level and type of experience required.	The lead is not restricted to specific experience in Lots A-F. Bidder must ensure that the proposed lead has a minimum of five (5) years of experience leading public sector engagements.
125	Attachment 00 - Solicitation	2.B Bidder Qualifications	Must the lead person have worked on the projects submitted in response to RFP §2(A)? If so, are their particular requirements and must they be detailed in the response?	The lead is not required to have worked on the projects submitted in Attachment 5 *Bidder Response Worksheet* . Bidder must ensure that the proposed lead has a minimum of five (5) years of experience leading public sector engagements.
126	Attachment 00 - Solicitation	2.B Bidder Qualifications / Attachment 05 - Bidder Response Worksheet	Please clarify whether the proposed Contract Lead/engagement lead is considered part of the proposed project team for purposes of the Bidder's response and evaluation.	The proposed lead may be, but is not required to be, part of the proposed project team.
127	Attachment 00 - Solicitation	2.B Bidder Qualifications / Attachment 05 - Bidder Response Worksheet	For each category a Bidder proposes, is the Bidder required to submit resumes for proposed project team members assigned to that category, or is a resume required only for the proposed Contract Lead?	Provide names, positions, and resumes for all members of the sample project team in response to Attachment 5, Section III.B.3. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
128	Attachment 00 - Solicitation	2.C Bidder Qualifications	Please confirm whether participation in the MWBE & SDVOB Lot requires New York State MWBE and/or SDVOB certification specifically, or whether MBE certifications from other states or national certifying bodies are acceptable.	Per Solicitation Section 2 *Bidder Qualifications:* For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB.
129	Attachment 00 - Solicitation	2.C Bidder Qualifications	The solicitation states "For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB". In order to maximize competition and avail itself to the best industry has to offer, would the Government consider granting reciprocity with SBA- and other states certified MWBE and/or SDVOB?	NYS OGS respectfully declines to expand the scope of Lot 1.
130	Attachment 00 - Solicitation	2.C Bidder Qualifications	The solicitation states "For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB". In order to maximize competition and avail itself to the best industry has to offer, would the Government consider other SBA- and other states certified MWBE and/or SDVOB, provided they obtain the applicable NYS certification prior to final award?	Per Solicitation Section 2 *Bidder Qualifications* : For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB.
131	Attachment 00 - Solicitation	4. Bid Submission (How to Respond)	Would NY OGS allow an electronic submission format in lieu of a hardcopy and USB submission format to allow prospective vendors additional time to produce a high quality proposal and reduce the risk of a proposal experiencing a delayed delivery?	NYS OGS respectfully declines to modify the method of bid submission.
132	Attachment 00 - Solicitation	4. Bid Submission (How to Respond)	Is a bidder permitted to submit as a prime contractor for a given lot or category while also participating as a subcontractor to another bidder for the same lot or category?	Yes, Bidder is permitted to submit as both a Prime and Subcontractor to a Prime in the same lot or category, provided such arrangement does not violate prohibitions on collusive bidding.
133	Attachment 00 - Solicitation	4.1.C Performance and Bid Bonds	Are there any restrictions or organizational conflicts of interest policies that would prevent a firm from being awarded as a Prime in Lot 1 while also serving as a Subcontractor to a Lot 2 awardee within the same consulting category?	No, Bidder is permitted to submit as both a Prime and Subcontractor to a Prime in the same lot or category.
134	Attachment 00 - Solicitation	4.11 Pricing	Please confirm whether proposed rates must include all travel and living expenses, or whether travel may be billed separately at the Authorized User/Purchasing Entity engagement level.	Please refer to Attachment 1 - Scope Section III.2.D Travel shall only occur at the direction, and approval, of the Purchasing Entity. If travel is approved, it shall be under the Purchasing Entity's applicable travel policies, regulations, and/or statutes.
135	Attachment 00 - Solicitation	4.11 Pricing	The solicitation notes that "All costs proposed by Bidder must also be inclusive of the NASPO ValuePoint Administrative Fee (on all non-NYS transactions) and Lead State Administrative Fee (on all NYS transactions), as set forth in Attachment 02, Sample Master Agreement." The Sample Master Agreement, however, notes that the NASPO ValuePoint fee is due no later than 60 days following the end of each calendar quarter. Please clarify if bidders should incorporate this fee into their overall blended rates or if this fee will be paid separately.	Bidders should consider the Administrative Fees in their proposed rates; however, the Administrative Fee will be paid in arears to NASPO ValuePoint/NYS following the close of the quarterly reporting period. Please refer to Attachment 2 Sample Master Agreement, Section 6.2 Administrative Fees.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
136	Attachment 00 - Solicitation	4.11 Pricing	As this solicitation is for as-needed consulting services, should a participating entity require onsite travel, will vendors be able to price out that travel for reimbursement separately from hourly rates at the order level?	Please refer to Attachment 1 - Scope Section III.2.D Travel shall only occur at the direction, and approval, of the Purchasing Entity. If travel is approved, it shall be under the Purchasing Entity's applicable travel policies, regulations, and/or statutes.
137	Attachment 00 - Solicitation	4.11 Pricing	Are there specific requirements or expectations for how the blended hourly rate should be calculated (e.g., role mix, weighting methodology, inclusion of overhead, travel, and indirect costs)?	Attachment 6 *Cost Proposal* will automatically calculate the blended hourly rates. Rates should be inclusive of all indirect costs. Per Attachment 1 *Scope of Work* , Section III.2.D: Travel shall only occur at the direction, and approval, of the Purchasing Entity. If travel is approved, it shall be under the Purchasing Entity's applicable travel policies, regulations, and/or statutes.
138	Attachment 00 - Solicitation	4.11 Pricing	Should the blended hourly rate include all anticipated costs (e.g., administrative, overhead, travel), or may certain costs be billed separately at the Statement of Work (SOW) or mini-bid level?	Bidder's regular hourly rates should include all anticipated costs, excluding travel. Travel shall only occur at the direction, and approval, of the Purchasing Entity per Attachment 1 *Scope of Work* , Section III.2.D. The blended hourly rates will calculate automatically in Attachment 6 *Cost Proposal* .
139	Attachment 00 - Solicitation	4.11 Pricing / Attachment 02 - Sample Master Agreement	Please identify the applicable NASPO ValuePoint Administrative Fee and Lead State Administrative Fee percentages that Bidders must include in proposed pricing.	The NASPO Administrative Fee and Lead State Administrative Fee are disclosed in Attachment 2 *Sample Master Agreement* .
140	Attachment 00 - Solicitation	4.11 Pricing, 4.12 Price Updates	Section 4.11 states Bidders must submit their 'most favorable terms and pricing' in the original proposal with no obligation for OGS to allow a best-and-final offer. Section 4.12 permits one price update after 24 months. For a firm bidding multiple categories with different labor market dynamics, does the one permitted update after month 24 allow the addition of new labor categories or role types not originally priced, or is it limited solely to rate adjustments for roles already on the price list at submission?	Permitted Price Updates are limited to only the Lots/Categories that a Contractor were originally Awarded.
141	Attachment 00 - Solicitation	4.12 - Price Updates	Will the NASPO Administrative Fee percentage be disclosed to bidders prior to bid submission so it can be properly incorporated into pricing?	The NASPO Administrative Fee is disclosed in Attachment 2 *Sample Master Agreement* .
142	Attachment 00 - Solicitation	4.12 - Price Updates	Can OGS confirm whether the blended hourly rate must remain fixed for the first 24 months of the contract, with no ability to adjust for individual SOW engagements?	The blended hourly rates are not-to-exceed rates that may not be increased in the first twenty-four (24) months from the Master Agreement start date. Contractor shall be permitted to reduce its pricing at any time during the term of the Master Agreement, without prior approval from OGS. Awarded Bidders may adjust their pricing for individual SOW engagements, provided that it does not exceed the Master Agreement blended hourly rates.
143	Attachment 00 - Solicitation	4.12 Price Updates	The solicitation indicates that the "contractor shall be permitted to reduce its pricing at any time during the term of the Master Agreement, without prior approval from OGS." Will the contractor have the ability to offer discounted pricing on individual task orders without reducing its pricing on the Master Agreement?	Yes, contractors are encouraged to offer additional discounted pricing on individual task orders. Additional discounts on individual task orders will not impact its pricing on the Master Agreement.
144	Attachment 00 - Solicitation	4.12 Price Updates	The solicitation indicates that "the contractor may be permitted to update its pricelist one (1) time at first renewal after the initial term." Does this mean that the contractor will be only be allowed to update price once in the up to five year renewal term?	NYS confirms.
145	Attachment 00 - Solicitation	4.12 Price Updates	Section 4.12 Price Updates states that "The contractor is permitted to update its pricelist one (1) time after the initial 24-month period has passed." Is there a formula used for calculating rate increases each year or is there any limitation or ceiling to the percentage adjustment that can be made?	Please refer to Attachment 2 - Sample Master Agreement Section 7.3 CPI Price Update.
146	Attachment 00 - Solicitation	4.15 NYS Reserved Rights	If OGS requests clarification after bid opening, will Bidders be allowed only to clarify existing proposal content, or may they provide supplemental documentation such as updated resumes, corrected references, or missing supporting evidence?	Per Solicitation Section 4.15 *NYS Reserved Rights* , NYS OGS reserves the right to request clarification or revision to a Bid at its sole discretion. Bidders should adhere to the instruction provided by NYS OGS during clarification outreach.
147	Attachment 00 - Solicitation	4.15 NYS Reserved Rights	Section 4.15(Q) reserves OGS's right to 'use any information which OGS obtains or receives from any source' for evaluation and contractor selection. Given the Procurement Lobbying Law's restricted period, please clarify whether OGS may affirmatively consider a Bidder's performance history on existing OGS centralized contracts, such as PBITS or HBITS, without that information being formally submitted in the bid, and whether Bidders will be notified and given an opportunity to respond if such external records are factored into scoring.	OGS may consider past performance history through the Vendor Responsibility review. Please refer to Solicitation Section 4.27 NYS Vendor Responsibility. OGS may give Bidders an opportunity to respond to/clarify any such additional information.
148	Attachment 00 - Solicitation	4.17 Confidential/Trade Secret Materials	Does OGS have a preferred format for the identification of confidential or proprietary material within documents?	Bidder should submit any confidential claims on a separate document, clearly identifying the documents/materials and reasons for the claimed exemption.
149	Attachment 00 - Solicitation	4.17 Confidential/Trade Secret Materials	If a Bidder claims trade secret or confidential treatment for limited proposal content, should the Bidder submit both redacted and unredacted versions, or only identify the confidential sections and provide written justification?	Bidder should only identify the confidential section and provide written justification.
150	Attachment 00 - Solicitation	4.2 NYS Vendor File Registration	How does the State expect vendors to utilize resellers/distributors for this procurement?	Bidders may utilize resellers/distributors at their own discretion to the extent allowable by the resulting Contract. Bidders should indicate the extent to which a Reseller/Distributor will be used (e.g. Take orders, deliver product, or receive payment) within Attachment 14 - Contractor and Reseller/Distributor Information.
151	Attachment 00 - Solicitation	4.2 NYS Vendor File Registration	Should the completed W-9 be submitted to OGS at this email address, or directed through a separate OSC channel?	Bidder should submit their substitute W-9 pursuant to solicitation section 4.2 *Vendor File Registration* .
152	Attachment 00 - Solicitation	4.2 NYS Vendor File Registration	What is the expected processing timeline for issuance of a NYS Vendor ID?	NYS OGS does not have a guaranteed timeline for issuance of a NYS Vendor ID given the high volume of requests.
153	Attachment 00 - Solicitation	4.2 NYS Vendor File Registration	Please confirm that Bidders who are currently registered in the NYS Vendor File are not required to complete and submit the OSC Substitute W-9 Form to OGS in advance of bid submission.	Per Solicitation Section 4.2 *Vendor File Registration* : If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form and submit the form to OGS in advance of Bid submission. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS.
154	Attachment 00 - Solicitation	4.2 NYS Vendor File Registration, 4.27 NYS Vendor Responsibility	For a Bidder proposing only under Lot 2, please confirm whether registration or qualification with the New York State Department of State is required at the time of bid submission.	If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission.
155	Attachment 00 - Solicitation	4.2 Vendor File Registration	It appears that the vendor needs to set up a vendor Responsibility Questionnaire in the vendor portal...when and how is registration to the vendor portal available? After receiving the 10-digit vendor ID number or before?	Per solicitation section 4.2 *Vendor File Registration:* If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Please send this document to the Designated Contact identified in the Solicitation. In addition, if an authorized reseller is to be used that does not have a Vendor ID, an OSC Substitute W-9 form should be completed by each authorized reseller and submitted to OGS. OGS will initiate the vendor registration process for all Bidders and authorized resellers. Once the process is initiated, registrants will receive an e-mail identifying their Vendor ID and instructions on how to enroll in the online Vendor Self-Service application.
156	Attachment 00 - Solicitation	4.2 Vendor File Registration	We might receive the Vendor ID after the submission date. This could prevent us from including it in the submission and completing the VendRep questionnaire. Is there any way to leave a note in our submission that the VendorID is in progress and still remain compliant?	Per solicitation section 4.2 Vendor File Registration: If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission. Bidder may, but is not required to, indicate that it has already submitted a request to OGS.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
157	Attachment 00 - Solicitation	4.23 No Exclusivity, 1.1 Overview	Section 4.23 confirms Authorized Users may obtain the same services from other sources. When a NYS Authorized User conducts a mini-bid under this vehicle, must the agency invite all Master Agreement holders in the applicable category and lot, or does the agency retain discretion to invite a defined subset based on factors such as prior agency-specific experience, geographic delivery capability, or subject-matter specialization? Please describe the mini-bid rules and any OGS guidance that governs agency-level vendor selection within the pool.	Authorized Users will develop their Statement of Work and release it to all Awarded Vendors in the applicable Lot/Category with a deadline for Bid Response. User will then evaluate the responses and select the winning Bid that best meets their form, function, and utility. Please refer to Attachment 15 *NYS Participating Addendum* , section 33 *Mini-Bid Process for Awarded Contractors.*
158	Attachment 00 - Solicitation	4.24 Mandatory State Preferences, 1.2 Scope	Section 4.24 states that Bidders who would only receive an award because of an applied preference 'will not be awarded a NASPO ValuePoint Master Agreement for use by other states.' Please clarify how this provision applies to MWBE Lot 1 awards: if an MWBE Lot 1 awardee's score would not have reached the award threshold without the MWBE preference, does Section 4.24 restrict its Lot 1 Master Agreement to NYS Authorized Users only and exclude it from NASPO ValuePoint cooperative use by other states?	Per Attachment 5a *RFP Evaluation Plan* , Bidders awarded under Lot 1 will have the opportunity to make their awarded Master Agreements available for use through the NASPO ValuePoint cooperative program. However, NASPO ValuePoint may, in its discretion, remove a Lot 1 Master Agreement from participation in the NASPO ValuePoint cooperative program if, after two (2) years from execution, utilization does not warrant continued cooperative administration. If removed from the NASPO ValuePoint cooperative program, this decision does not impact New York State agreement with Lot 1 bidders and the Master Agreement will remain in full force and effect for the State of New York and its authorized users, subject to its terms and conditions.
159	Attachment 00 - Solicitation	4.3 Format of Bid Submission	Can a bidder submit in both lots 1 and 2. In addition, if the answer is affirmative, does the bidder submit one flash drive and one paper package or two flash drives and two paper packages.	Yes, Bidders may submit for both Lots. For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB. Regardless of bidding on one (1) or two (2) Lots, Bidder must submit electronic copies of documents on two (2) USB flash drives, with each USB flash drive containing a complete set of the submitted documents. For bid identification purposes, include a printed copy of page 1 of the Solicitation with the two (2) USB flash drives in the Bid envelope or package.
160	Attachment 00 - Solicitation	4.3 Format of Bid Submission	For forms requiring notarization, can completed and notarized documents be submitted electronically as part of the proposal submission, or are hard copies required?	Yes, scanned copies of original, wet signature notarized documents are acceptable.
161	Attachment 00 - Solicitation	4.3 Format of Bid Submission	Can the State verify that bidders may submit their proposal solely through the provided contact email - OGS.SM.PS.BusinessConsulting@ogs.ny.gov - and NOT be required to submit a hard copy in person (at State of New York Executive Department Office of General Services, Procurement Services)?	NYS OGS does not accept bids submitted via email. See Solicitation Section 4.3 *Format of Bid Submission* : E-mail or facsimile Bid submissions are not acceptable.
162	Attachment 00 - Solicitation	4.3 Format of Bid Submission	Can you confirm that password protected flash drives are acceptable for this submission?	Submission of password protected flash drives are not preferred, but will be acceptable as long as NYS OGS is provided the password with the Bid Submission package and is able to access them. Per Solicitation Section 4.3 *Format of Bid Submission* , any Bid pricing or portions thereof submitted on USB flash drive that are incomplete or that cannot be opened/accessed may be rejected.
163	Attachment 00 - Solicitation	4.3 Format of Bid Submission, 4.4 Content	Please confirm whether there is any required file naming convention, folder structure, maximum file size, font size, or page limit for documents submitted on the USB drives.	Complete file submission information is detailed in Solicitation Section 4.4 *Content* .
164	Attachment 00 - Solicitation	4.30 The NASPO ValuePoint Process	Will NY OGS and/or NASPO provide vendors on this contract with any informational materials, webinars, one-on-one meetings, annual conference, or other support to help facilitate their success with this contract? If yes, please describe.	NYS does not have schedules or planned training for this contract, but may offer it during the term of the Contract. NYS will make Contractors aware of any opportunities. NASPO will provide a dedicated supplier engagement manager who can connect awarded suppliers with opportunities for education, training, networking and conferences.
165	Attachment 00 - Solicitation	4.30 The NASPO ValuePoint Process	The solicitation states, that as part of the process, "Lead State & Multistate Sourcing Team Evaluate Supplier Proposals". Is there representation from other states for Lot 2 of this solicitation? If so, which states are represented?	The Lead State and Multistate Sourcing Team will evaluate both Lots. NYS OGS respectfully declines to disclose the states which will be involved.
166	Attachment 00 - Solicitation	4.31 NASPO ValuePoint eMarketplace	Please clarify what specific onboarding, catalog, reporting, or technology integration requirements Contractors must satisfy for mandatory NASPO ValuePoint eMarketplace participation.	Awarded suppliers are expected to work in good faith to establish a presence in the NASPO ValuePoint eMarketplace through catalog, punchout, quote request, or a combination of these functionalities. The eMarketplace is adaptable to accommodate all business models, and the NASPO ValuePoint eMarketplace team would work with each awarded supplier to best capture their model within the platform.
167	Attachment 00 - Solicitation	4.31 NASPO ValuePoint eMarketplace	Section 4.31 makes NASPO ValuePoint eMarketplace participation mandatory for all awardees. For MWBE Lot 1 awardees whose primary activity will be NYS agency mini-bid task orders processed through OGS's NYS-specific procurement system, please describe what eMarketplace obligations apply specifically, whether catalog listings, pricing publication, or order intake through the eMarketplace portal are required for task orders executed exclusively by NYS Authorized Users, or whether eMarketplace requirements apply only to non-NYS Participating Entity orders.	If an awarded Lot 1 vendor chooses to make their awarded Master Agreement available for use through the NASPO ValuePoint cooperative program, all NASPO ValuePoint eMarketplace obligations will apply. If an awarded Lot 1 vendor opts out of the NASPO ValuePoint cooperative program, the NASPO ValuePoint eMarketplace obligations will not apply.
168	Attachment 00 - Solicitation	4.32 Extension of Use	For eligibility of work with Canadian Provinces, should separate teams and rates be submitted in Canadian Dollars?	NASPO anticipates that any required modifications to Terms and Conditions, Pricing, or in-scope provisions related to Canadian sales would be negotiated at the PA level.
169	Attachment 00 - Solicitation	4.32 Extension of Use / Attachment 1, III Master Agreement Deliverables	Section 4.32 permits extension of use by political subdivisions, K-12 schools, institutions of higher education, federally recognized tribes, quasi-governmental entities, and eligible nonprofits. Attachment 01's category descriptions reference 'public entities' throughout. When non-governmental Purchasing Entities, such as eligible nonprofits or private educational institutions, place task orders under this vehicle, do the same category scope restrictions in Attachment 01 apply (including the Digital Operations implementation exclusions and the Legal & Compliance attorney exclusion), or does each Purchasing Entity's governing procurement authority determine what services may be obtained?	Attachment 1- Scope Category descriptions and restrictions are applicable for all users of the resulting Contracts. It will be up to the discretion of NYS and any participating entity to define out of scope activity as part of the Participating Addendum process. It is incumbent upon the Contract users to demonstrate a direct relevance to the Categories in Attachment 1 - Scope Section II A-F.
170	Attachment 00 - Solicitation	4.4 Bid Submission	Section 4.4.A states software-generated signatures (e.g., DocuSign) are not accepted for certain documents. Can OGS provide a definitive list of which bid documents require a manual/scanned wet signature versus those where digital signatures are permitted?	No digital signatures are permitted.
171	Attachment 00 - Solicitation	4.4 Content	Given that this effort is an Indefinite Delivery Indefinite Quantity effort, can the requirement to complete the EEO Staffing Plan be at the individual Task Order Level?	Bidders are required to complete the EEO 100 Staffing Plan in their bid submission.
172	Attachment 00 - Solicitation	4.4 Content	Given that this effort is an Indefinite Delivery Indefinite Quantity effort, can the requirement to complete the MWBE Utilization Plan be at the individual Task Order Level?	Bidders are required to complete the MWBE 100 MWBE Utilization Plan in their bid submission.
173	Attachment 00 - Solicitation	4.4 Content	Is it a correct assumption that the state desires to have (13) PDF documents and (4) Excel documents submitted as the proposal? Can the sections that are PDF be combined into (1) File?	A complete bid will consist of thirteen (13) PDF and four (4) Excel documents. PDF documents must be submitted as separate files.
174	Attachment 00 - Solicitation	4.4 Content	Form ST-220-TD Contractor Certification needs to be submitted to the NYS Tax Department directly...how is that done? To Whom?	Submission information is located directly on the ST-220-TD, available using the link provided in Section 4.4 *Content* . Bidder is also directed to solicitation section 4.28 *NYS Tax Law Section 5-a.*
175	Attachment 00 - Solicitation	4.4 Content	Form ST 220-CA needs to be submitted with the proposal, it appears...this seems to verify that the vendor has submitted a form to the NY Tax Department?	Correct. Bidder is directed to solicitation section 4.28 *NYS Tax Law Section 5-a* for more information.
176	Attachment 00 - Solicitation	4.4 Content	Is it correct that one package containing two (2) duplicate flash drives and one (1) paper copy of Page 1 of the solicitation is required?	Yes.
177	Attachment 00 - Solicitation	4.4 Content	Is it correct that each Bid Document be a separate file on the flash drive?	Yes.
178	Attachment 00 - Solicitation	4.4 Content	Is the MWBE 100 Utilization Plan required for bidders participating in the Cooperative Lot only, with no planned NYS work? If so, should we submit a Request for Waiver (Form BDC 333.1) in lieu of or alongside the MWBE 100?	The MWBE 100 Utilization Plan is required for all Bidders. Bidders have an obligation to demonstrate how they intend to meet MWBE/SDVOB Goals, or demonstrate their "good faith efforts". Please see Attachment 15 - NYS Participating Addendum Sections 10 (including section 10.IV) & 11.
179	Attachment 00 - Solicitation	4.4 Content	The solicitation states OGS cannot accept software-generated electronic signatures for documents not designed for electronic signature. Please confirm whether scanned wet signatures are acceptable for all required PDF signature documents.	Yes, scanned copies of original, wet signature notarized documents are acceptable.
180	Attachment 00 - Solicitation	4.4 Content	This section of the RFP notes that "all documents must be completed in accordance with the instructions for the individual document, which may include an original signature or an original notarized signature." Please clarify that documents with an original signature/original notarized signature may be submitted electronically/on the USB flash drive.	Yes, scanned copies of original, wet signature notarized documents are acceptable.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
181	Attachment 00 - Solicitation	4.4 Content	The solicitation requires submission of proposal materials via USB drives. Would OGS consider allowing electronic submission (e.g., via email or secure portal) in lieu of USB drives?	Per Solicitation Section 4.3 *Format of Bid Submission* , E-mail or facsimile Bid submissions are not acceptable.
182	Attachment 00 - Solicitation	4.4 Content	For Bidders proposing only under the Cooperative Lot and not proposing under the NY MWBE/SDVOB Lot, is the MWBE Utilization Plan required?	Bidders on both Lots are required to identify MWBE's to fulfill the goals in their Bid Submission using the MWBE 100 MWBE Utilization Plan, per Solicitation Section 4.4 Content.
183	Attachment 00 - Solicitation	4.4 Content	Since the specific scope of work to be provided under this master contract is unknown at this time, are proposers required to name and commit to specific MWBE subcontractors in the MWBE Utilization Plan OR would it be acceptable to commit to meeting the MWBE goals as part of this proposal submission and then identify qualified subcontractors during the mini-bid process based on the scope of work being requested?	Bidders are required to identify MWBE's to fulfill the goals in their Bid Submission using the MWBE 100 MWBE Utilization Plan, per Solicitation Section 4.4 *Content* .
184	Attachment 00 - Solicitation	4.4 Content	RFP Section 4.4, Content, (page 14) lists Attachment 15 NYS Participating Addendum as a bid document required to be submitted with signature. This document does not provide a signature space. Please clarify if this document is to be signed and returned.	Attachment 15 is required with submission. Please see revised Attachment 10 *Bidder Submission Checklist* .
185	Attachment 00 - Solicitation	4.4 Content	For documents requiring signature or notarization, please confirm whether wet-signed and notarized documents scanned to PDF and submitted on USB are acceptable.	Yes, scanned copies of original, wet signature notarized documents are acceptable.
186	Attachment 00 - Solicitation	4.4 Content	ST-220-TD is listed as submitted directly to the NYS Tax Department. Should the Bidder include proof of ST-220-TD submission in the USB bid package?	Proof of ST-220-TD submission to the NYS Tax Department should not be included with bid submission to NYS OGS.
187	Attachment 00 - Solicitation	4.4 Content	If our subcontractor is a MWBE certified in another state (like Virginia), must they be certified in New York State's system to qualify as a MWBE for this opportunity?	Yes.
188	Attachment 00 - Solicitation	4.4 Content	The Solicitation RFP indicates the Vendor Responsibility Questionnaire is a required form and requires a copy of certification that a Questionnaire has been completed online, and certified no more than six (6) months prior to the bid opening date. The link provided does not appear to be functioning properly (upon attempting to access, the following message is received: Page not found. The requested page could not be found). Could you please advise on how to proceed with completing this item?	If the link will not open directly, type or copy and paste the URL into your browser. The Vendor Responsibility Questionnaire is located at https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire .
189	Attachment 00 - Solicitation	4.4 Content	The Solicitation RFP indicates that Attachment 15 - New York State Participating Addendum be included as part of the submission package with signature. Where within Attachment 15 should bidders provide this signature?	Attachment 15 is required with submission. Please see revised Attachment 10 *Bidder Submission Checklist* .
190	Attachment 00 - Solicitation	4.4 Content	Please confirm only Page 1 of the Solicitation Document is required as hard copy. Page 2 with signature is not required to be printed and submitted in hard copy.	This is correct.
191	Attachment 00 - Solicitation	4.4 Content, 4.29 Contract Documents; Electronic Format	Form ST-220-CA Contractor Certification to Covered Agency requires a notarized signature. However, the instructions in RFP Section 4.4, Content, did not indicate that a printed original is to be provided. Please confirm that a scanned version of the signed and notarized form is acceptable.	Yes, scanned copies of original, wet signature notarized documents are acceptable.
192	Attachment 00 - Solicitation	4.4 Content, 4.29 Contract Documents; Electronic Format	This section states that OGS cannot accept an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign) for documents that are not designed to allow for or require an electronic signature. However, Section 4.2.9 states documents requested by OGS should be submitted in the format specified by OGS, which may include a requirement for an electronic signature that has been generated by software (e.g., DocuSign or Adobe Acrobat Sign). Please confirm that the following documents are acceptable with an electronic signature generated by Adobe Acrobat Sign: - Attachment C - Federal Funding Agency Mandatory Terms and Conditions - Attachment 07 - NYS Required Certifications - Attachment 13 - Certification Under Executive Order No. 16 - EEO 100 Staffing Plan - MWBE 100 Utilization Plan	No digital signatures are permitted.
193	Attachment 00 - Solicitation	4.6 Bid Delivery	Is delivery by FedEx or UPS acceptable? Or USPS Registered Receipt Delivery?	OGS does not restrict the delivery carrier. Bidder assumes all risks for timely, properly submitted deliveries.
194	Attachment 00 - Solicitation	4.6 Bid Delivery	Please confirm bidders may mail their bid envelope/package to NYS's Office of General Services, provided it gets there prior to the due date/time.	Yes, Bidders must mail their bid submission. Bidder assumes all risks for timely, properly submitted deliveries.
195	Attachment 00 - Solicitation	4.6 Bid Delivery	Does the license granted to NASPO enable it to modify bids during the submission, evaluation, or award processes? What notification is provided to bidders when bid content is utilized for purposes outside of Solicitation 23420?	No. NASPO does not anticipate utilizing content for any purpose outside of this solicitation and the resulting Master Agreements.
196	Attachment 00 - Solicitation	4.6 Bid Delivery	We propose an update to the licensing language in section 4.6 to change to the following: "Bidder grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Bidder's proposal that are not marked proprietary or confidential, which may be:"	Please see revised Solicitation Section 4.6 which states: Bidder grants Lead State and NASPO a perpetual, irrevocable, non-exclusive, royalty-free, and transferable right to display, modify, copy, and otherwise use the contents of Bidder's proposal. Lead State and NASPO may share the proposal, including information designated by Bidder as proprietary or confidential, with NASPO members and entities represented on the Multistate Sourcing Team. Any proposal or portion thereof posted publicly on the NASPO ValuePoint website shall not include information that the Bidder has properly designated as proprietary or confidential, except to the extent NASPO determines such disclosure is necessary to administer the Master Agreement or the Bidder consents to such disclosure. Any disclosure by the Lead State shall remain subject to applicable public records laws.
197	Attachment 00 - Solicitation	4.6 Bid Delivery	The solicitation grants OGS and NASPO a perpetual, irrevocable, royalty-free right to display, modify, copy, and use bid contents. Can OGS clarify the scope of this license — specifically, does it extend to proprietary methodologies, frameworks, or tools described in the proposal?	Please see revised Section 4.6. Bidder should identify any contents of its bid that it considers proprietary or confidential.
198	Attachment 00 - Solicitation	4.6 Bid Delivery, 4.7 Important Building Access Procedures	Please confirm whether courier delivery to the designated OGS delivery location is acceptable and whether courier personnel must be pre-registered for building access.	Courier delivery is not prohibited. See Solicitation Section 4.7 *Important Building Access Procedures* for building access information.
199	Attachment 00 - Solicitation	4.7 Important Building Access Procedures	For bidders delivering bids via a courier service such as FedEx or UPS, please clarify whether any alternative building access procedures would apply. How should bidders arrange for couriers to obtain building access to procurement services? Are there particular couriers with approved building access we are encouraged to use to avoid delays in bid delivery?	All building access procedures are outlined in Solicitation Section 4.7 *Important Building Access Procedures* . No alternative building access procedures apply.
200	Attachment 00 - Solicitation	4.9 Bid Deviations	Section 4.9 indicates that material Bid Deviations may render a Bid non-responsive. Can the State clarify how it distinguishes between material and non-material deviations, and whether non-material deviations may impact technical evaluation or award eligibility?	OGS respectfully declines. The determination of materiality will be determined on a case-by-case basis.
201	Attachment 00 - Solicitation	4.9 Bid Deviations	"Bidder is advised that OGS will not entertain any exceptions to Appendix A – Standard Clauses for New York State Contracts." We have been advised that Appendix A page 5 section 12. Equal Employment Opportunities for Minorities and Women is in direct conflict with the Presidential EO "Addressing DEI Discrimination by Federal Contractors" and therefore would preclude many vendors from bidding. Is NYS willing to reconsider inclusion of this clause? If not, can you advise contractors how to ensure they are not in violation with the EO?	NYS OGS respectfully declines this request.
202	Attachment 00 - Solicitation	5. Method of Award	The RFP notes that proposals "meeting or exceeding the mandatory minimum requirements will be evaluated against a series of technical criteria" and then lists experience, qualifications, and capabilities; scope of work; national coverage; quality assurance and service delivery; and technology as the technical criteria. Would NYS please provide additional detail about how each of these criterion is being evaluated?	NYS OGS respectfully declines to provide additional detail. Please refer to Attachment 5a Stage 3: Technical Criteria Evaluation for the breakdown of Technical points possible. For additional detail, refer to Attachment 5 *Bidder Response Worksheet* .
203	Attachment 00 - Solicitation	5. Method of Award	Would OGS please provide definitions for each of the technical evaluation criteria (Experience, Qualifications, and Capabilities; Scope of Work; National Coverage; Quality Assurance & Service Delivery; Technology) to provide vendors with more specifics on how proposals will be evaluated and what OGS is looking for?	NYS OGS respectfully declines to provide additional detail. Please refer to Attachment 5a Stage 3: Technical Criteria Evaluation for the breakdown of Technical points possible. For additional detail, refer to Attachment 5 *Bidder Response Worksheet* .
204	Attachment 00 - Solicitation	5. Method of Award	Can NYS confirm whether any automated or artificial intelligence-based tools will be used in the evaluation of proposal responses under Section 5 Method of Award?	No automated or artificial intelligence-based tools will be used in the evaluation of proposal responses.
205	Attachment 00 - Solicitation	5. Method of Award	Will bidders be evaluated only at the primary category level (e.g., Management & Operational), or will evaluators also score demonstrated qualifications by individual subcategory (e.g., Strategic Planning, Risk Management, Finance & Budget)?	Bidders will be evaluated in each "primary" category (Attachment 1 - Scope of Work, Section II. A-F). However, it will be the Bidder's experience and qualifications presented in the sub-categories of the applicable "primary" category that will be used to evaluate the Bidder's ability to meet the requirements of the RFP.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
206	Attachment 00 - Solicitation	5. Method of Award	For Lot 2 Cooperative awards, must bidders demonstrate prior delivery "nationwide," or is demonstrated capability to serve nationally sufficient even if prior examples are concentrated regionally?	Bidder should identify all states/territories that they are able to serve nationally within Attachment 5, section III.D.1. Bidder should describe any future plans to serve those states and/or territories currently unserved by the Bidder in Attachment 5, section III.D.2. Bidder is not obligated to provide service to all States/Territories in order to be eligible for Award and could impact their score per Attachment 5a, Stage 3. Technical Criteria Evaluation, National Coverage.
207	Attachment 00 - Solicitation	5. Method of Award	If a bidder submits proposals for multiple categories, will evaluation and award decisions be made independently by category, or will there be any combined or cross-category evaluation?	Evaluation and award will be made independently by category and Lot.
208	Attachment 00 - Solicitation	5. Method of Award	Is there a maximum number of categories under which a single vendor may be awarded within each Lot?	There is no maximum number of categories under which a single vendor may be awarded in each Lot.
209	Attachment 00 - Solicitation	5. Method of Award	Historically, OGS has used "backdrop contracts" (such as PBITS) to prequalify all vendors that meet minimum qualifications, ensuring a robust pool for downstream competition. Why did OGS abandon this "longstanding practice" in favor of a restricted award structure that limits fair competition for 10 years, even when OGS acknowledges that the scope of this solicitation is intentionally broad, meeting "common business consulting needs"?	It is within the agency's discretion how to best structure the solicitation and resulting contract awards, balancing Authorized User needs and OGS capabilities to manage and administer large volumes of contracts.
210	Attachment 00 - Solicitation	5. Method of Award	Will the evaluation of the bids in any of the Stages use AI-based tools in part or whole?	No automated or artificial intelligence-based tools will be used in the evaluation of proposal responses.
211	Attachment 00 - Solicitation	5. Method of Award	In order to provide transparency on the evaluation criteria described in Section 5.A.4, would the government please provide the comparative cost equation that will be used during the cost evaluation?	Per Attachment 5a *RFP Evaluation Plan* , the formula for calculating cost points earned for Proposed Costs is Lowest Cost / Bidder's Cost x Cost Points Possible.
212	Attachment 00 - Solicitation	5.A Cost Evaluation / Attachment 05a Stage 4: Cost Evaluation	Section 5.A.4 of the Solicitation states cost proposals will compare bidders "within the same proposal lot." Attachment 05a states cost proposals will be evaluated "only against cost proposals from the same category." Which is the operative comparison basis for cost scoring, lot or category? If category, will a bidder proposing multiple categories receive a separate cost score per category, and how will those scores be combined into a single total score?	Bidder cost proposals will be compared against cost proposals from the same category within the same proposal lot. It is possible for a Bidder to have a different score for each Lot and Category combination bid. For example, proposals in Lot 1 Category A will only be compared to other proposals in Lot 1 Category A and not to proposals from any other lots or categories.
213	Attachment 00 - Solicitation	5.A.3 Technical Criteria Evaluation	Can the government please provide more information about the approach / factors it will use to evaluate "National Coverage" criteria, as presented by vendors in the bidders response worksheet (attachment 5)?	NYS OGS respectfully declines to provide additional detail. Please refer to Attachment 5a Stage 3: Technical Criteria Evaluation for the breakdown of Technical points possible.
214	Attachment 00 - Solicitation	5.A.3 Technical Criteria Evaluation	Can the government please provide more information about the approach / factors it will use to evaluate "Quality Assurance and Service Delivery" criteria, as presented by vendors in the bidders response worksheet (attachment 5)?	NYS OGS respectfully declines to provide additional detail. Please refer to Attachment 5a Stage 3: Technical Criteria Evaluation for the breakdown of Technical points possible.
215	Attachment 00 - Solicitation	5.A.3 Technical Criteria Evaluation	Can the government please provide more information about the approach / factors it will use to evaluate "Technology" criteria, as presented by vendors in the bidders response worksheet (attachment 5)?	NYS OGS respectfully declines to provide additional detail. Please refer to Attachment 5a Stage 3: Technical Criteria Evaluation for the breakdown of Technical points possible.
216	Attachment 00 - Solicitation	5.A.3 Technical Criteria Evaluation	Please provide the point allocation or relative weighting among the Technical Criteria categories: Experience, Qualifications, and Capabilities; Scope of Work;	See Attachment 5A *RFP Evaluation Plan*.
217	Attachment 00 - Solicitation	5.A.3 Technical Criteria Evaluation	Please clarify how OGS expects Bidders to demonstrate National Coverage. For example, should this be shown through prior contracts in multiple states, state-by-state service capability, office/employee locations, partner coverage, or another method?	Complete Attachment 5 *Bidder Response Worksheet* , Section D, *National Coverage (Cooperative Lot Only)* .
218	Attachment 00 - Solicitation	5.A.3 Technical Criteria Evaluation	Please clarify what types of technology capabilities OGS expects Bidders to address, such as project management tools, reporting dashboards, secure collaboration platforms, AI-enabled tools, knowledge management, or service delivery automation.	Bidders may propose any applicable technology capabilities as part of their response. Refer to Attachment 5 *Bidder Response Worksheet,* section III.F Technology.
219	Attachment 00 - Solicitation	5.A.3 Technical Criteria Evaluation	Will the qualifications of proposed project team members, beyond the required Contract Lead, be evaluated under Experience, Qualifications, and Capabilities or another Technical Criteria area?	The qualifications of proposed project team members will be evaluated as part of the Scope of Work. See Attachment 5 *Bidder Response Worksheet,* section III.B.
220	Attachment 00 - Solicitation	5.B Award Process	If a Bidder is selected in multiple service areas, will that result in one Master Agreement covering all awarded service areas or separate awards by service area?	Awarded Bidders will each receive one (1) Master Agreement, to be inclusive of all awarded categories for that Bidder.
221	Attachment 00 - Solicitation	5.B Award Process	Please confirm whether awards will be made up to the stated maximum number where qualified proposals are received, or whether OGS reserves the right to award fewer than the stated number even if qualified proposals are received.	NYS OGS reserves the right to make an Award under the Solicitation in whole or in part.
222	Attachment 00 - Solicitation	General	Is NASPO able to provide any further details regarding the total value of awarded work under previous professional services-oriented NASPO Master Agreements?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical spend figures that can be provided.
223	Attachment 00 - Solicitation	General	For previously awarded professional services-oriented NASPO Master Agreements, is NASPO able to provide any further details regarding the total number of states and other eligible entities (i.e., other than the lead state) that have executed Participating Addenda to procure professional services from the vendors holding Master Agreements?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical participating addenda that can be provided.
224	Attachment 00 - Solicitation	General	Will this current procurement process be the only chance for vendors to submit proposals for this Master Agreement, or does OGS/NASPO anticipate issuing a re-solicitation prior to the end of the Master Agreement Period for additional suppliers to submit bids.	OGS does not anticipate issuing a re-solicitation prior to the end of the Master Agreement term for additional bids.
225	Attachment 00 - Solicitation	General	Is this a net new solicitation or is there an existing expiring contract?	This is a new portfolio for the NASPO ValuePoint Cooperative.
226	Attachment 00 - Solicitation	General	Is there an incumbent for this work?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there is no incumbent.
227	Attachment 00 - Solicitation	General	Are Bidders required to bid on NYS for Lot 2?	All Bidders must include New York State in their response to Lot 2.
228	Attachment 00 - Solicitation	Instructions to Bidders / Questions & Answers / Bid Deviations	Can the State confirm whether any categories of contractual provisions (e.g., indemnification, liability, data security) are considered non-negotiable and therefore not subject to deviation?	NYS can confirm that these provisions are non-negotiable.
229	Attachment 00 - Solicitation	MWBE Requirements	For Bidders who are themselves a Women-Owned Business Enterprise but are not yet NYS-certified at the time of bid submission, can OGS clarify whether the Bidder must hold NYS WBE certification by the bid due date, or whether a pending certification application will be accepted? Separately, does a Bidder's own WBE status count toward the 30% MWBE participation goal for engagements performed by the Bidder's own staff?	Per revised Solicitation Section 2 *Bidder Qualifications* : For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB at the time of the Bid Opening. Yes, Bidder's MWBE status may count toward the MWBE participation goal.
230	Attachment 00 - Solicitation	ref. Attachment 15, Section 10	Please confirm that respondents are not expected nor required to establish MWBE subcontracting partners at this time given that the specific teaming partners required for any given mini-bid will depend on the specific scope of work of that bid.	Bidders are required to identify MWBE's to fulfill the goals in their Bid Submission using the MWBE 100 MWBE Utilization Plan, per Solicitation Section 4.4 Content. Contractors may add or remove MWBE partners at any time during the life of the Contract. Contractors must submit to OGS a revised MWBE 100 Utilization Plan any time any they add or remove a Reseller that has been certified by NYS as an MWBE.
231	Attachment 00 - Solicitation / Attachment 04 – Bidder Information Questionnaire	2.B Bidder Qualifications	Please confirm whether one proposed lead with at least five years of public-sector engagement leadership experience is sufficient for the full Master Agreement, or whether a separate lead is required for each proposed category and/or lot.	Bidders must propose one (1) lead to be assigned to the Contract resulting from this Solicitation. The lead must have a minimum of five (5) years of experience leading public sector engagements. Bidders are required to provide a detailed resume for the proposed lead.
232	Attachment 00 - Solicitation / Attachment 05 – Bidder Response Worksheet	2.A Bidder Qualifications / Attachment 5, 3. Project Examples	For the required two project examples per proposed category, must the project examples have been performed by the bidding legal entity as the prime contractor, or may the Bidder include relevant projects performed by subcontractors, affiliates, teaming partners, or proposed key personnel?	Yes, per Section 2 Bidder Qualifications, the Bidder, as the prime contractor, shall have the burden of demonstrating to the satisfaction of NYS OGS that it can perform the work required. Per the revised Attachment 5 Bidder Response Worksheet, Bidders must have been the contracted entity for any project examples and/or experience, and must clearly demonstrate their role as the prime contractor and the role of any subcontractors.
233	Attachment 00 - Solicitation / Attachment 05a – RFP Evaluation Plan	1.2 Scope	Please confirm whether an eligible Bidder may submit for both Lot 1 – MWBE & SDVOB and Lot 2 – Cooperative for the same service category. If yes, may the Bidder use the same technical response, resumes, and project examples for both lots where applicable?	Yes, where applicable.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
234	Attachment 00 - Solicitation / Attachment 09 – Insurance Requirements	4.4 Content / Insurance Requirements	For "Proof of Compliance with Attachment 09 – Insurance Requirements," please clarify whether certificates of insurance must be submitted with the bid, or whether a coverage summary/letter is acceptable at bid submission with final certificates due upon tentative award.	See table in Attachment 9 *Insurance Requirements* , page 5-6, for certificates of insurance submission deadlines. Additional please see Attachment 9 *Insurance Requirements* Section A.13 for deadlines after request certificated due upon notification of Tentative Award.
235	Attachment 01 - Scope of Work	General	The Scope of Work indicates that in-person support and travel may be required at the direction of the purchasing entity. Can the State clarify the expected balance between remote and on-site delivery, including whether there are any minimum on-site presence requirements or scenarios where in-person support is mandatory?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
236	Attachment 01 - Scope of Work	General	Can the State clarify expectations regarding innovation and the use of emerging technologies (e.g., AI/GenAI) within consulting engagements?	NYS has no expectation to the extent AI is used. Please see Appendix C-AI for terms and conditions regarding AI. Further specifications may be defined by an end users Statement of Work.
237	Attachment 01 - Scope of Work	General	Are vendors permitted to utilize offshore or nearshore resources, and are there restrictions based on service type or data sensitivity?	Offshore/nearshore resources and applicable requirements may be permitted at the discretion of the end User and allowed by their Statement of Work on the secondary competition level. Please refer to revised Attachment 15, Section 32.
238	Attachment 01 - Scope of Work	General	Are there minimum requirements for onshore or in-state staffing presence for awarded vendors?	Offshore/nearshore resources may be permitted at the discretion of the end User and allowed by their Statement of Work on the secondary competition level. Please refer to revised Attachment 15, Section 32.
239	Attachment 01 - Scope of Work	General	Please confirm whether NASPO is open to negotiating contract terms and conditions.	Terms and Conditions on the Master Agreement will not be negotiated; however, negotiations may take place with potential Participating entities when entering into a Participating Addendum.
240	Attachment 01 - Scope of Work	General	Beyond the minimum qualifications outlined, are there any expected staffing structures, labor categories, or minimum resource levels that must be reflected in the proposal?	Mandatory qualifications are detailed in Solicitation Section 2 *Bidder Qualifications* .
241	Attachment 01 - Scope of Work	General	Would responses for business consulting in the early childcare space be accepted?	Responses must fall within the categories and subcategories detailed in Attachment 1 *Scope of Work* .
242	Attachment 01 - Scope of Work	II. Master Agreement Objectives	If a vendor is awarded Master Agreements in more than one category and a potential client/entity would like to procure services across categories will there be a simplified way to procure services from the same vendor across the categories or will they be treated as separate contracts?	Authorized Users will develop their Statement of Work and release it to all Awarded Vendors in the applicable Lot/Category with a deadline for Bid Response. User will then evaluate the responses and select the winning Bid that best meets their form, function, and utility. Please refer to Attachment 15 *NYS Participating Addendum* , section 33 *Mini-Bid Process for Awarded Contractors* .
243	Attachment 01 - Scope of Work	II. Master Agreement Objectives	If a Vendor elects to respond to one of the six Business Consulting Service Categories and possesses demonstrated expertise in one of the example services listed within that category, will OGS consider this a complete and acceptable response for that category, or must the Vendor demonstrate experience across all listed examples to be deemed responsive?	Subcategories are listed as examples for each category and are meant to serve as a guide for consulting needs within each category. Bidders are not required to respond to each subcategory within a category.
244	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Attachment 01 list subcategories for each category as examples. Please confirm whether Bidders are expected to demonstrate capability across all subcategories to be competitive, or whether demonstrated depth in one or more subcategories is sufficient.	Subcategories are listed as examples for each category and are meant to serve as a guide for consulting needs within each category. Bidders are not required to respond to each subcategory within a category.
245	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Once awarded under any category, may a Contractor decline a Statement of Work from a Purchasing Entity if the requested work falls into a subcategory the Contractor does not offer?	Awarded Bidders have the discretion to bid or not bid at the level of secondary competition and are not required to participate in all mini-bids.
246	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Can you provide more detailed and elaborated examples of projects that would fall within scope specifically for D (specifically threat assessment, emergency preparedness, and law enforcement)? Please clarify whether the objective of the engagements for each was to (1) continue operating an existing Strategy & Governance function, (2) integrate currently disparate elements into a sustainable function, or (3) design and establish a new function. Please also confirm whether the engagements in scope had a preferred platform for metrics tracking, data reporting, and dashboards, and if so, please specify.	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
247	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Under A (risk management) would valuation of property for insurance purposes be in scope?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level. It is incumbent upon the Contract users to demonstrate a direct relevance to the Categories in Attachment 1 - Scope Section II A-F.
248	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Please indicate any geographic preferences for the location of deployable resources, could resources render work remote?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level. Also, please see revised Attachment 15, Section 32.
249	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Please confirm whether OGS/NASPO accepts that the Analyst role may also perform project-specific coordination and administrative support functions.	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
250	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Please confirm whether the minimum years of experience required for Subject Matter Expert (SME), Principal, and Managing Director roles may be satisfied through a combination of, or equivalent, private-sector experience, recognizing that innovations are often developed in the private sector prior to adoption in the public sector.	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
251	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Will OGS/NASPO please confirm that the minimum years of experience for positions such as Project Manager, SME, and Senior Consultant can be satisfied with equivalent, or combination of, alternative experience in the form of relevant graduate educational degrees, such as a masters or PHD?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
252	Attachment 01 - Scope of Work	II. Master Agreement Objectives	For each category, does the bidder need to have comprehensive experience across each of the example sub-categories? For example, for Category A, will a proposal that demonstrates the required experience on six of the eight sub-categories be competitive?	Subcategories are listed as examples for each category and are meant to serve as a guide for consulting needs within each category. Bidders are not required to respond to each subcategory within a category.
253	Attachment 01 - Scope of Work	II. Master Agreement Objectives	Does the Government anticipate potentially competing requirements across Business Consulting categories (e.g., across Management & Operational as well as Digital Operations) as long as the scope is relevant to more than one category?	The Authorized User will determine which Category their Statement of Work is applicable to. Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
254	Attachment 01 - Scope of Work	II. Master Agreement Objectives	If a Bidder elects to propose to a particular primary category (e.g., Management & Operational, Digital Operations, etc.), is the Bidder required to demonstrate qualifications and respond to all subcategories listed under that primary category? Is the Bidder required to provide two project examples for each subcategory or only two project examples for the primary category as a whole?	Subcategories are listed as examples for each category and are meant to serve as a guide for consulting needs within each category. Bidders are not required to respond to each subcategory within a category. Bidder must provide two (2) project examples for each primary category for which they intend to bid.
255	Attachment 01 - Scope of Work	III.1 Business Consulting Categories	Should bidders interpret the listed subcategories and example services under each category as the required scope of coverage, or as illustrative examples of the types of services that may fall within the category?	Subcategories are listed as examples for each category and are meant to serve as a guide for consulting needs within each category. Bidders are not required to respond to each subcategory within a category.
256	Attachment 01 - Scope of Work	III.1 Business Consulting Categories	Within the Digital Operations category, can OGS confirm whether customer experience (CX) and user experience (UX) activities are considered in scope as part of broader advisory services (e.g., requirements development, system design, or digital transformation planning)? If standalone CX/UX deliverables (e.g., service blueprints, personas) are not intended to be in scope, can contractors still incorporate CX/UX principles and practices as part of delivering in-scope consulting services?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level. It is incumbent upon the Contract users to demonstrate a direct relevance to the Categories in Attachment 1 - Scope Section II A-F.
257	Attachment 01 - Scope of Work	III.1 Business Consulting Categories	For purposes of proposal compliance and evaluation, does OGS require Bidders to explicitly address all tasks or services listed within a Category's Scope of Work narrative, or are those task lists intended to be illustrative examples, with Bidders responding at the Category level through the required narrative and project examples?	Subcategories are listed as examples for each category and are meant to serve as a guide for consulting needs within each category. Bidders are not required to respond to each subcategory within a category.
258	Attachment 01 - Scope of Work	III.1 Business Consulting Categories	The Scope of Work describes categories as high-level guides that are "not intended to limit a proposal's content". How does OGS justify limiting a category to only three Lot 1 vendors when the "ill-defined" scope could encompass hundreds of unique, niche expertise areas that three firms cannot realistically possess?	As with all OGS centralized contracts, it is within the agency's discretion to set the structure of the contract and number of contract awards to best meet the needs of the Authorized Users while balancing the capacity to administer the contracts by OGS. The resulting contracts from this Solicitation are intended to provide a wide range of consultancy services frequently required by Authorized Users.
259	Attachment 01 - Scope of Work	III.1 Business Consulting Categories	If a bidder is proposing under multiple categories may the same project example be used to demonstrate experience in more than one category or must all project examples be unique to each category?	The same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
260	Attachment 01 - Scope of Work	III.1.A Management & Operational Consulting	Specifically to the section about A. Management & Operational, can you provide clarity or examples of the type of general business consulting needs may be?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
261	Attachment 01 - Scope of Work	III.1.A.iv;, III.1.A.viii Management & Operational Consulting	What characteristics of prior public sector projects (e.g., scale, complexity, cross agency impact, or governance model) are most important for respondents to emphasize when presenting Management & Operational consulting credentials?	Projects submitted to for review will be evaluated as a whole. Bidder should provide as much detail as possible for each project submitted.
262	Attachment 01 - Scope of Work	III.1.B Digital Operations	Section III.1.B of the Scope of Work excludes “Implementation Services” from the Digital Operations category. Can OGS clarify the intended scope of this exclusion? Specifically, does “Implementation Services” refer to activities such as custom software development, physical hardware installation, and managed hosting? Additionally, can OGS confirm that activities integral to strategic technology advisory—such as data migration planning, development of User Acceptance Testing (UAT) strategies, and configuration of COTS platforms to align with business requirements—are considered in-scope for Digital Operations? Finally, can OGS confirm that this exclusion is unique to the Digital Operations category, and that implementation-related activities may be proposed where appropriate within the other consulting categories?	1. Scope of the "Implementation Services" Exclusion: The exclusion of "Implementation Services" from the Digital Operations category is intentional and reflects OGS's objective of limiting this lot to true advisory and consulting engagements. Specifically, awarded contractors under Digital Operations are expected to deliver human-to-human consulting -providing strategic guidance, analysis, and recommendations - rather than functioning as IT service providers or managed service vendors. Consistent with this intent, "Implementation Services" is broadly understood to include activities where the contractor is executing or delivering a technical solution, such as: Custom software development, Physical hardware procurement and installation, Managed hosting or infrastructure management, Hands-on system integration and deployment 2. In-Scope Activities for Digital Operations: Activities that are advisory in nature and integral to strategic technology consulting remain in scope for Digital Operations, provided the contractor is advising on, not performing, the work. This includes: Data migration planning and strategy, Development of User Acceptance Testing (UAT) frameworks and strategies, Advising on the configuration of COTS platforms to align with business requirements 3. Exclusion Unique to Digital Operations: Yes, this exclusion is specific to the Digital Operations category. Other consulting categories under this contract are not subject to the same restriction, and bidders may propose implementation-related activities where they are appropriate and consistent with the scope defined for those respective categories. Bidders should review the Scope of Work for each category individually to ensure their proposed services align with the stated purpose of that lot.
263	Attachment 01 - Scope of Work	III.1.B Digital Operations	Does the State have a preferred methodology or standards framework for IV&V engagements, or are bidders permitted to propose their own approach consistent with industry best practices?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
264	Attachment 01 - Scope of Work	III.1.B Digital Operations	The Digital Operations category excludes implementation services, software/hardware, managed services, cybersecurity incident response, networking services, and development. Please clarify whether consulting services such as IT assessments, requirements development, digital transformation planning, architecture advisory, IV&V, data analytics, and technology strategy are acceptable when they do not include full implementation or development.	Yes, the described activities would be allowed as they would not be inclusive of the excluded activities described in III.1.B. Digital Operations.
265	Attachment 01 - Scope of Work	III.1.B Digital Operations	Can OGS clarify whether AI strategy and readiness consulting (not AI implementation) falls under the Digital Operations category, specifically under Strategic, Planning & Policy?	AI strategy and readiness consulting are excluded from the Digital Operations category.
266	Attachment 01 - Scope of Work	III.1.B Digital Operations	Attachment 01 explicitly excludes Implementation Services, Development, Software/Hardware, Managed Services, Cybersecurity Incident & Response, and Networking Services from Category B (Digital Operations). Please clarify: (a) may a Bidder propose IV&V services that include reviewing implementation deliverables produced by a separate implementation vendor; and (b) does technology roadmap development, IT vendor selection advisory, and procurement strategy consulting fall within Category B scope, or is it excluded as advisory that leads to implementation?	Yes, a Bidder may propose IV&V services that include reviewing implementation deliverables produced by a separate implementation vendor. Yes, technology roadmap development, IT vendor selection advisory, and procurement strategy consulting fall within the scope of Category B "Digital Operations".
267	Attachment 01 - Scope of Work	III.1.C.iv Workforce Planning & Organizational Development	Does “Human Resources & Workforce Development” include consulting on economic development strategies, plans and issues, not just in the public sector workforce, but also in the business and nonprofit community? For example, could a Public Entity use this master agreement to obtain Workforce Development consulting on how to grow the private sector in a community?	Yes, this would be an allowable activity under this category.
268	Attachment 01 - Scope of Work	III.1.D Public Safety	Will prior studies, assessments, and data on past incidents (including post incident reviews/reports) be provided to the awarded consultant?	Information provided at the mini-bid level of secondary competition are at the discretion of the Authorized User.
269	Attachment 01 - Scope of Work	III.1.D Public Safety	Is there a requirement or expectation that in carrying out the delivery of this work that the consultant will be responsible for conducting public meetings to gather information / sentiment or to present findings or results?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
270	Attachment 01 - Scope of Work	III.1.D Public Safety	Will the NYSOGS be able to provide liaisons for the various outside entities that will potentially be involved during this process? Specifically for NYS Division of Homeland Security and Emergency Services, Local Law Enforcement, Correctional and Rehabilitation Facilities, etc.	Awarded Bidders will work directly with the Authorized Users at the time of secondary competition.
271	Attachment 01 - Scope of Work	III.1.D.i Threat Assessment	Is there a specific methodology that the consultant is required to use in conducting Threat Assessment, or will it be the responsibility of the consultant to propose a methodology for NYSOGS review and approval.	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
272	Attachment 01 - Scope of Work	III.1.D.i Threat Assessment	Does NYSGOS have a predefined list of assets and/or threats for consultant to use in conducting the threat assessment?	Specific assessment requirements will be determined by the Authorized User at the secondary competition level.
273	Attachment 01 - Scope of Work	III.1.D.i Threat Assessment	Will NYSGOS provide a liaison for the threat assessment scope of work that will be able to provide information pertaining to past incidents (or attempts), as well as credible threats, with the consultant beyond the information available via an open source search.	Awarded Bidders will work directly with the Authorized Users at the time of secondary competition.
274	Attachment 01 - Scope of Work	III.1.D.i Threat Assessment	Does NYSGOS have a predefined list of critical assets for use or will it be the consultants responsibility to survey and identify critical assets?	Specific assessment requirements will be determined by the Authorized User at the secondary competition level.
275	Attachment 01 - Scope of Work	III.1.E Legal & Compliance	For Scope Area E (Legal & Compliance), can the State provide additional guidance on the types of services and deliverables most in demand (e.g., regulatory compliance, governance, rulemaking support, audits, policy development), and the typical outputs expected (e.g., assessments, gap analyses, policy documents, training materials, audit reports)?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical or anticipated data that can be provided.
276	Attachment 01 - Scope of Work	III.1.E Legal & Compliance	Does Section E.II Rulemaking include both the Federal rulemaking process and the State rulemaking process?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level. It is incumbent upon the Contract users to demonstrate a direct relevance to the Categories in Attachment 1 - Scope Section II A-F.
277	Attachment 01 - Scope of Work	III.2 Statement of Work (SOW) Project Basis	Confirm whether Contractors will have the opportunity at the SOW level to define deliverables, assumptions, dependencies, and limitations, and align pricing structure (e.g. time & materials vs fixed price) based on project requirements?	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
278	Attachment 01 - Scope of Work	III.2 Statement of Work (SOW) Project Basis	Item D in this section states that travel may occur only at the direction/approval of the Purchasing Entity and under the Purchasing Entity's applicable travel policies. Please confirm whether travel and other direct costs (ODCs) (e.g., airfare, lodging, mileage, per diem, shipping/printing) may be billed as reimbursable expenses separate from the hourly rates proposed in Attachment 06, or whether such costs must be included in the proposed hourly rates/SOW pricing given Solicitation Section 4.11's requirement that proposed pricing be inclusive of all fees and charges.	Any costs associated with travel would be negotiated between the supplier and the purchasing entity and would be determined by any applicable travel guidelines of the purchasing entity.
279	Attachment 01 - Scope of Work	III.2 Statement of Work (SOW) Project Basis	The RFP states that 'Purchasing Entities will collaborate with the awarded contractor(s) to finalize a Statement of Work.' Given that this finalization is a collaborative process between the Purchasing Entity and the contractor, please clarify whether the Scope of Work may change after award, what threshold of scope modification would require the Purchasing Entity to initiate a new competitive procurement, and at what point a substantially altered scope would no longer qualify as a best value award under the original mini-bid.	It would be the purchasing entity's determination.
280	Attachment 01 - Scope of Work	III.2 Statement of Work (SOW) Project Basis	The Scope of work states that "For each Purchasing Entity, it is required that the Contractor assign one (1) staff resource to manage the relationship between the Contractor and the Purchasing Entity to function as an escalation point and serve as the Contractor's primary point of contact." Should we include (1) named staff resource for each Master Agreement category we submit, or (1) one person as the point of contact across all categories.	Bidder must propose one (1) project lead at the time of Solicitation 23420 bid submission.
281	Attachment 01 - Scope of Work	III.2 Statement of Work (SOW) Project Basis	Attachment 01 Section III.2.B requires that for each Purchasing Entity, the Contractor assign one staff resource to manage the relationship and serve as primary point of contact. On a vehicle that may generate mini-bid task orders across dozens of NYS agencies, does this require a unique relationship manager per Purchasing Entity account, or does one Contractor-level account executive covering all NYS Authorized Users satisfy this requirement?	Awarded Bidders shall assign one (1) staff resource to manage the relationship with each Purchasing Entity at the time of secondary competition. The staff resource may work on multiple Purchasing Entity projects.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
282	Attachment 01 - Scope of Work	III.2 Statement of Work (SOW) Project Basis	Attachment 01 Section III.2.C states Contractors shall only engage in work under awarded categories. Where a Purchasing Entity's project scope genuinely spans multiple categories, for example, a workforce modernization engagement spanning Category A (Management & Operational) and Category C (HR & Workforce Development), must the Contractor hold awards in all applicable categories to engage, or may a single awarded category anchor an engagement where other category elements are incidental to the primary scope?	Awarded Bidders may only participate in secondary competition (mini-bids) under their awarded Lot and category(ies).
283	Attachment 01 - Scope of Work	III.2 Statement of Work (SOW) Project Basis	Attachment 01 lists Firm-Fixed Pricing, Retainer, and Milestone-Based as permissible SOW pricing structures. Please confirm whether this list is exhaustive or whether Purchasing Entities may also prescribe time-and-materials structures for task orders where scope is difficult to define in advance, and whether any SOW pricing structure requires prior OGS approval before execution by the Purchasing Entity.	Specific delivery requirements will be determined by the Authorized User at the secondary competition level.
284	Attachment 01 - Scope of Work	III.2.B Statement of Work (SOW) Project Basis	Section III.2.B requires contractors to assign one dedicated staff resource per Purchasing Entity. Given the potential for a contractor to serve many Purchasing Entities simultaneously under this IDIQ vehicle, may one individual serve as the designated relationship manager for multiple Purchasing Entities, or must each Purchasing Entity have a unique, exclusive point of contact?	Awarded Bidders shall assign one (1) staff resource to manage the relationship with each Purchasing Entity at the time of secondary competition. The staff resource may work on multiple Purchasing Entity projects.
285	Attachment 01 - Scope of Work	III.2.D / Attachment 6 Cost Proposal	Attachment 01 states travel occurs only at Purchasing Entity direction under their applicable travel policies. Please confirm whether travel costs are billed separately to the Purchasing Entity outside the Master Agreement pricing structure and therefore excluded from the blended hourly rate evaluation, or whether Bidders are expected to embed an estimated travel cost component within their blended rate submissions.	Any travel costs associated with a purchasing entities Statement of Work would be outside of the blended hourly rate. However, any costs associated with travel would be negotiated between the supplier and the purchasing entity and would be determined by any applicable travel guidelines of the purchasing entity.
286	Attachment 01 - Scope of Work	III.2.D Statement of Work (SOW) Project Basis	Will travel costs be included in the blended hourly rate, or billed separately under Purchasing Entity travel policies as referenced in the Scope of Work?	Any travel costs associated with a purchasing entities Statement of Work would be outside of the blended hourly rate. However, any costs associated with travel would be negotiated between the supplier and the purchasing entity and would be determined by any applicable travel guidelines of the purchasing entity.
287	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Will reference projects be weighted equally across categories, or will emphasis be placed on those most closely aligned to the specific category scope?	Please refer to Attachment 5a for the weighted breakdown of points for the evaluation.
288	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Can the State clarify whether bidders are able offer more than one or several "leads" and their respective resumes for future procurements resulting under this RFP as the specific scopes of work for these future procurements are unknown as of this time?	Bidders must propose one (1) lead to be assigned to the Contract resulting from this Solicitation.
289	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Can the State clarify whether bidders are able offer more than one or several "staff resource(s) to manage the relationship between the Contractor and the Purchasing Entity to function as an escalation point and serve as the Contractor's primary point of contact" as the specific scopes of work for these future procurements are unknown as of this time?	Awarded Bidders shall assign one (1) staff resource to manage the relationship with each Purchasing Entity at the time of secondary competition. The staff resource may work on multiple Purchasing Entity projects.
290	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Can the State clarify if whether all future procurements resulting from this RFP will be Cooperative Agreements or Contracts?	Awarded Bidders will enter into a contract with the State of New York. Lot 1 Awarded Bidders will be offered the opportunity to also enter into a cooperative agreement through NASPO ValuePoint. Lot 2 Awarded Bidders will also enter into a cooperative agreement through NASPO ValuePoint. Once contracts are awarded, for New York State, contract users will utilize a mini-bid process for final selection of a vendor. Other participating entities may or may not utilize a mini-bid process on a case-by-case basis.
291	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	For the required resource structure (Managing Director, Principal, Senior Consultant, Project Manager, SME, Associate, Analyst), must bidders identify named personnel for all roles at proposal stage, or is demonstrating capacity and qualification standards sufficient with resumes required only for the proposed contract lead?	Bidders should not identify named personnel for the roles listed within the Bid Proposal to this Solicitation. Bidders will identify named personnel for any roles specified within a Users Statement of Work on the secondary competition level.
292	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Item D: Not all companies have managing directors and principals. For the purposes of this bid, can they be the same person?	Bidders will identify named personnel for any roles specified within a Users Statement of Work on the secondary competition level. There is no restriction on the same person being used to fill multiple roles.
293	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Item B: For NYS-based businesses, would projects delivered out of state using team members based in multiple states, including NY, demonstrate an ability to deliver statewide?	Demonstration of a Bidder's ability to provide services will be evaluated independently from a Bidder's ability to provide services in geographic location(s). Bidders may demonstrate category-relevant experience in both the project description and/or project examples, but are not required to demonstrate regional coverage in these sections. Bidders must indicate the NYS regions (Lot 1) and/or States and Territories (Lot 2) in Attachment 5 Bidder Response Worksheet, section III.C and III.D.
294	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Section III.3.C requires a proposed lead with a minimum of five years of experience leading public sector engagements. For Bidders submitting across multiple categories with different primary disciplines, please confirm: (a) may different leads be proposed per category; and (b) must the proposed lead's public sector experience be specific to the consulting category being bid, or is general public sector engagement leadership experience sufficient across all proposed categories?	Bidders must propose one (1) lead to be assigned to the Contract resulting from this Solicitation. The required experience is general experience leading public sector engagements and is not Category specific.
295	Attachment 01 - Scope of Work	III.3 Service Delivery & Assurance	Attachment 01 Section III.3.D requires Contractors to make available seven named resource roles, including a Managing Director with a minimum of ten years of public sector engagement experience. For the Stage 2 mandatory minimum evaluation, must Bidders identify specific named individuals for each of the seven roles with supporting resumes, or is it sufficient to confirm organizational capacity to provide resources meeting the stated qualifications? If named individuals are required, must the Managing Director be dedicated exclusively to this contract?	Bidders will identify named personnel for any roles specified within a Users Statement of Work on the secondary competition level. Awarded Bidders will work directly with the User to assure the requirements of the specific Statement of Work are met.
296	Attachment 01 - Scope of Work	III.3.B Service Delivery & Assurance	Item B.i.a: Will the project contacts (references) be expected to provide information in writing, either via email or by completing a reference form? If a reference form, will they be expected to sign it?	References may be contacted during the evaluation and will be provided instruction on how to respond.
297	Attachment 01 - Scope of Work	III.3.B Service Delivery & Assurance	For Lot 1 MWBE, past performance must demonstrate 'ability to provide services Statewide' and the Technical Criterion is 'State Coverage' (10 points). Please describe what OGS considers sufficient evidence of statewide delivery capability, e.g., multi-agency engagements across NYS regions, demonstrated capacity to staff assignments outside the Capital District, or client distribution across NYS agencies and political subdivisions.	Demonstration of a Bidder's ability to provide services will be evaluated independently from a Bidder's ability to provide services in geographic location(s). Bidders may demonstrate category-relevant experience in both the project description and/or project examples, but are not required to demonstrate regional coverage in these sections. Bidders must indicate the NYS regions (Lot 1) and/or States and Territories (Lot 2) in Attachment 5 *Bidder Response Worksheet* , section III.C and III.D.
298	Attachment 01 - Scope of Work	III.3.B Service Delivery & Assurance	The Solicitation requires bidders to provide project examples delivered to public entities. Will the State consider accepting project examples from commercial clients where the scope, scale, and complexity are comparable and demonstrate relevant capabilities?	No, Bidders must provide project examples from public entities as defined by NYS Finance Law section 163.
299	Attachment 01 - Scope of Work	III.3.B Service Delivery & Assurance	Will OGS contact past performance references as part of the evaluation process? If so, will bidders be notified before references are contacted?	References may be contracted during the evaluation.
300	Attachment 01 - Scope of Work	III.3.C Service Delivery & Assurance	May we have a detailed job description and required qualifications for the Lead role stated in Attachment 01, Scope of Work, Section III. 3. C?	NYS OGS respectfully declines this request.
301	Attachment 01 - Scope of Work	III.3.D Service Delivery & Assurance	Must all seven required role types be staffed by W-2 employees of the bidder, or are 1099 contractors and subcontractor resources acceptable?	The sample project team(s) provided in Attachment 5 and the Position Titles bid in Attachment 6 must be fulfilled by employees of the Bidder. Subcontractors may be used to fulfilled specific User Statements of Work.
302	Attachment 01 - Scope of Work	III.3.D Service Delivery & Assurance	May we have detailed job descriptions and required qualifications for the following roles identified in Attachment 01, Scope of Work, Section III. 3. D: Managing Director Principal Senior Consultant Project Manager Subject-Matter Associate/Consultant	NYS OGS respectfully declines this request.
303	Attachment 01 - Scope of Work	III.3.D Service Delivery & Assurance	Must the seven resources identified in Attachment 01 Section III.3.D be named individuals with documented qualifications submitted at bid time, or is it sufficient to demonstrate the firm's ability to provide personnel meeting the minimum experience requirements?	Bidders should not identify named personnel for the roles listed in Attachment 01 Section III.3.D within the Bid Proposal to this Solicitation. Bidders will identify named personnel for any roles specified within a Users Statement of Work on the secondary competition level.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
304	Attachment 01 - Scope of Work	III.3.D Service Delivery & Assurance	This section states that Contractors "shall make the following resources available to Purchasing Entities," and then proceeds to name seven resources that the Contractor must make available, paragraphs (a-g). Do those resources need to be employees of the Contractor bidding, or can a Contractor list other subcontractors who may be able to fill the role?	Awarded Contractors should provide the resources that they intend to use to fulfill the Users Statement of Work.
305	Attachment 01 - Scope of Work	III.3.D Service Delivery & Assurance	Are resumes for the seven roles listed in Attachment 01, Scope of Work, page 9, expected to be submitted in the bid package or will they be required upon award?	Bidders should include the resume as a separate attachment with their response in Attachment 5 *Bidder Response Worksheet* .
306	Attachment 01 - Scope of Work	III.3.D Service Delivery and Assurance	Section III.3.D states that contractors "shall make the following resources available" and lists seven roles. Does compliance with this mandatory minimum requirement mean a bidder must (a) provide named individuals with resumes for each of the seven roles at the time of bid submission, (b) provide a representative sample team with named individuals for at least some roles, or (c) certify in writing that all seven role types will be available upon award without requiring named individuals at bid submission?	Bidders should not identify named personnel for the roles listed in Attachment 01 Section III.3.D within the Bid Proposal to this Solicitation. Bidders will identify named personnel for any roles specified within a Users Statement of Work on the secondary competition level.
307	Attachment 02 – Sample Master Agreement	1.15 Participating Entity or Purchasing Entity 1.16 Participating State	Can NASPO/Lead State remove "Purchasing Entity" from the header since it is appropriately defined in Section 1.18 (and typically organized this way in NASPO Master Agreements) and merge Section 1.16 into Section 1.15 since a Participating Entity may not always be a State?	NYS OGS respectfully declines the request to merge section 1.16 into 1.15.
308	Attachment 02 – Sample Master Agreement	1.17 Definitions	Is it New York State (NYS) and NASPO's intent to allow vendors to provide their own software products and intellectual property solutions to Participating Entities under this contract? If not, then what is the intent of these terms, conditions, and obligations throughout Attachment 02?	No. The sale of software is outside the scope of this contract. Any software that is embedded in a deliverable under this contract must be provided free of charge in accordance with Section 12.2 of the Master Agreement.
309	Attachment 02 – Sample Master Agreement	11.1 Applicability 11.5 Warranty Period Start Date	Section 11.1 references "Section X" and Section 11.5 references "Section IX." Please confirm whether these references should instead be Section XI and Section X, respectively.	Please see revised Attachment 2 with updated internal section references.
310	Attachment 02 – Sample Master Agreement	11.2 Warranty	Professional services are consumed at the point of delivery; they don't have a useful-life shelf the way manufactured goods do. We request that these terms for professional/advisory service warranties is changed from one year to 90 days. This aligns with the time needed to verify deliverable quality without imposing an open-ended obligation disproportionate to the nature of the engagement.	Please see revised Attachment 2, Sections 11.2 Warranty, 11.3 Breach of Warranty, and 11.5 Warranty Survival.
311	Attachment 02 – Sample Master Agreement	11.2 Warranty	Other NASPO master agreements, including the State of Idaho's NASPO Cybersecurity Master Agreement, which adopts the same form and similar terms provided by the State in this RFP, allowed a contractor's service warranty period to extend for 90 days, which meets current IT industry standards. Would the State, therefore, please consider including the same clarification in the Master Agreement as follows: **11.2 Warranty.** The Contractor warrants, for hardware Products (if applicable) for a period of one year from the date of Acceptance, and for software Products and Services for a period of 90 days from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the Solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the Solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.	Please see revised Attachment 2, Sections 11.2 Warranty, 11.3 Breach of Warranty, and 11.5 Warranty Survival.
312	Attachment 02 – Sample Master Agreement	12.1 Conveyance of Title	Will NASPO/Lead State please consider replacing the Conveyance of Title with language clarifying that the Purchasing Entity retains ownership of any Products or Services originally created for and submitted to the Purchasing Entity, while allowing the Contractor to reuse information learned during the engagement (provided confidentiality is maintained), and further specifying Contractor's retention of rights to its preexisting intellectual property and methodologies, given that these edits ensure clear ownership boundaries for both parties and preserve the Contractor's ability to leverage its expertise, and remove Section 11.2 as it does not apply to Contractor's services?	The following modification is provided: "Except for Pre-Existing Intellectual Property, upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Each Party retains all rights, title, and interest in any and all Pre-Existing Intellectual Property, including copyrights, patents, trade secrets, trademarks, and service marks, if any, in the Works and Documents provided to the other Party, its employees, agents, or subcontractors for any purpose in and under this Master Agreement or any Participating Addendum."
313	Attachment 02 – Sample Master Agreement	12.2 Embedded Software	Will NASPO/Lead State consider removing Section 12.2 as it is not applicable to the services Contractor will be providing? Please refer to Attachment 01 - Scope of Work, Section B Digital Operations (Page 4) where it explicitly indicates this as an exclusion per Attachment 01.	NYS OGS respectfully declines this request. Although the Scope of Work does not authorize software or hardware as separate offerings, Section 12.2 is a standard protective provision that applies only if Embedded Software is included in an authorized deliverable or ancillary Product. If no Embedded Software is provided, the provision has no practical application.
314	Attachment 02 – Sample Master Agreement	12.3 License of Pre-Existing Intellectual Property	Would the State be willing to update the language regarding Pre-Existing Intellectual Property to confirm that the Vendor retains title to all Pre-Existing Intellectual Property, including any enhancements, modifications, or derivative works thereof, regardless of whether such enhancements, modifications, or derivatives are developed in the course of performing the Services?	OGS respectfully declines. Contractor retains ownership of pre-existing intellectual property, but enhancements, modifications, derivative works, or custom work created under an SOW may be subject to the ownership and license rights established in the Master Agreement or applicable ordering document.
315	Attachment 02 – Sample Master Agreement	12.3 License of Pre-Existing Intellectual Property	Would the State be willing to revise the Pre-Existing Intellectual Property provision to clarify that the license granted to the Purchasing Entity is limited, non-exclusive, and for the Purchasing Entity's internal use in connection with the Products and/or Services provided under this Master Agreement? Specifically, would the State consider clarifying that the license does not include rights to create derivative works of, publicly distribute, commercially exploit, or transfer Accenture's Pre-Existing Intellectual Property, except as expressly agreed in an applicable Statement of Work or other ordering document, and remains subject to any applicable third-party intellectual property rights?	Please see revised Section 12.3.
316	Attachment 02 – Sample Master Agreement	12.3 License of Pre-Existing Intellectual Property	Section 12.3 grants Purchasing Entities a nonexclusive, perpetual, royalty-free, irrevocable license to Pre-existing Intellectual Property and its derivatives "used or delivered" under the Master Agreement. Consulting firms routinely employ proprietary methodologies, analytical frameworks, templates, and tools in the performance of their engagements. These assets represent significant investments in intellectual capital and are applied across multiple clients and engagements. As drafted, the "used" language could be read to grant a perpetual license to a Contractor's core consulting methodologies simply because they were employed in performing services, even where those methodologies are not embedded in or delivered as part of the work product. Would OGS clarify that this license applies only to Pre-existing IP that is incorporated into or necessary for the use of specific deliverables provided under a Purchase Order, and does not extend to proprietary methodologies, frameworks, or internal tools that are used in the performance of services but not delivered to the Purchasing Entity?	OGS respectfully declines. Contractor retains ownership of pre-existing intellectual property, but enhancements, modifications, derivative works, or custom work created under an SOW may be subject to the ownership and license rights established in the Master Agreement or applicable ordering document.
317	Attachment 02 – Sample Master Agreement	12.3 License of Pre-Existing Intellectual Property	Can OGS clarify the intended scope of "Pre-existing Intellectual Property" in the context of consulting services? Specifically, if a Contractor uses a proprietary methodology or analytical framework as a tool during an engagement but does not deliver that methodology itself as a work product, is it considered "used or delivered" under the Master Agreement and subject to the perpetual license grant?	A proprietary methodology or analytical framework used internally by Contractor during an engagement, but not delivered to the Purchasing Entity, embedded in the deliverable, or necessary for the Purchasing Entity's use or implementation of the deliverable, is not intended to be licensed merely because it was used in performing services. The license applies where Pre-existing Intellectual Property is incorporated into, delivered with, or reasonably necessary for the Purchasing Entity's use of a specific deliverable.
318	Attachment 02 – Sample Master Agreement	12.3 License of Pre-Existing Intellectual Property	Will NASPO/Lead State consider revising the license to Contractor's pre-existing intellectual property so that it is limited to internal purposes only, given that this allows the Purchasing Entity to fully utilize the materials within its organization while safeguarding the Contractor's proprietary interests, ensuring compliance with third-party restrictions, aligning with industry standards, and preserving the Contractor's ability to control and commercialize its intellectual property externally—while still providing the Purchasing Entity all necessary rights for its operational needs? The first line would begin "Contractor grants to the Purchasing Entity, for internal purposes only, a..."	Please see revised Attachment 2, Section 12.3 License of Pre-Existing Intellectual Property.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
319	Attachment 02 – Sample Master Agreement	12.3 License of Pre-Existing Intellectual Property	Section 12.3 grants Purchasing Entities a non-exclusive, perpetual, royalty-free, irrevocable license to Contractor pre-existing intellectual property. Please clarify whether the provision is intended to grant Purchasing Entities rights beyond internal use of Contractor pre-existing IP solely as necessary to receive and use the services delivered under an applicable Participating Addendum or Order/Statement of Work.	This provision is not intended to grant Purchasing Entities rights beyond internal use. See recommended modifications in line 303.
320	Attachment 02 – Sample Master Agreement	13.1 General Indemnification	Given the NASPO contract is intended to be used by multiple states, cities, and counties across the country, it is prudent that the terms be commercially reasonable and appropriately allocate risk across all parties. With respect to this Subsection 13.1, will New York State (NYS) and NASPO revise this subsection to: (1) add a negligence standard – as currently written, "any act, error or omission" is extremely broad and not industry standard across the country; and (2) remove the use of "at any tier" – as this exposes Contractors to conduct and behavior of third parties that are entirely outside of Contractor's direct control. See requested revisions below to this Subsection 13.1. "Unless otherwise agreed upon in a Participating Addendum or Order, the Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, personal injury, or damage to tangible property arising from any **negligent** act, error, or omission of the Contractor, its employees or subcontractors or volunteers , ~~at any tier,~~ relating to performance under this Master Agreement."	NYS OGS respectfully declines this request. Indemnification is already limited to death, personal injury, or damage to tangible property. Participating/Purchasing Entities should not be required to prove negligence before the Contractor's indemnification obligation is triggered. Additionally, Contractors must remain responsible for subcontractors and other third parties that they use to perform the services.
321	Attachment 02 – Sample Master Agreement	13.1 General Indemnification	We request that the following language be appended to this clause or something similar: "In no event shall either party's aggregate liability under this Agreement, based on any theory of liability, exceed the greater of (i) the total amount of fees paid under this Agreement for the calendar year preceding the claim; or (ii) the amount of applicable insurance coverage paid by Contractor's insurer for the claim."	Please see revised Attachment 2, Section 13.1 and revised Attachment 15, section 31.
322	Attachment 02 – Sample Master Agreement	13.1 General Indemnification	Would the State agree to revise the General Indemnification in Section 13.1 of Attachment 02 to reflect commercially reasonable parameters, which are typical for New York statewide contracts, including limiting indemnification to third party claims for (a) bodily injury and physical damage to real or personal property to the extent directly and proximately caused by us, and (b) certain infringements by our deliverables of third-party intellectual property rights, or alternatively, can such indemnification be negotiated at the Participating Addendum level?	Please see revised Section 13.1.
323	Attachment 02 – Sample Master Agreement	13.1 General Indemnification	Will NASPO/Lead State consider revising the indemnification language in Section 13.1 to accurately allocate risk and responsibility, ensuring the Contractor is only liable for damages resulting from its own improper actions, rather than for all possible acts or omissions, however minor or unrelated? This approach aligns with industry standards and legal principles, which generally require a showing of fault or culpability before indemnification is triggered, and Purchasing Entities remain adequately protected against harm	Please see revised Section 13.1.
324	Attachment 02 – Sample Master Agreement	13.1 General Indemnification	Will the State consider adding the phrase "to the extent" and "negligent" to the first sentence of Section 13.1 ? Language for consideration: "....tangible property TO THE EXTENT arising from any NEGLIGENT act, error, or omission...."	Please see revised Section 13.1.
325	Attachment 02 – Sample Master Agreement	13.1 General Indemnification / Attachment 15, Section 30 Indemnification	The indemnification provisions in Attachment 15, Section 30 and Master Agreement Section 13.1 require the Contractor to "defend, indemnify, and hold harmless" the Authorized Users and other indemnified parties. Professional liability and errors & omissions insurance policies, which are the primary coverage for consulting services engagements of this nature, are typically written so that the insurer retains the right to select counsel and control the defense of covered claims. An independent contractual duty to defend creates a conflict with these policy terms and may result in uninsured defense costs for the Contractor, which is contrary to the protective intent of the insurance requirements under Attachment 09. Would OGS consider removing the standalone duty to defend and instead requiring the Contractor to "indemnify and hold harmless" the Authorized Users, inclusive of reasonable attorneys' fees and defense costs as a component of the indemnification obligation? This approach preserves the full scope of financial protection for Authorized Users while aligning with the insurance coverage structure that consulting firms are required to maintain under this Solicitation.	Please see revised Attachment 2, Section 13.1. OGS respectfully declines to amend Attachment 15, Section 31.
326	Attachment 02 – Sample Master Agreement	13.1 General Indemnification 13.2 Intellectual Property Indemnification	The general indemnification (Section 13.1) covers death, personal injury, and damage to tangible property, while the IP indemnification (Section 13.2) is explicitly uncapped. For professional services/consulting engagements, will OGS consider adding a mutual professional liability indemnification framework (covering errors and omissions in professional advice) with a reasonable aggregate cap, or is the existing structure the only indemnification framework that will be accepted?	NYS OGS respectfully declines this request.
327	Attachment 02 – Sample Master Agreement	13.2 Intellectual Property Indemnification	Would the State be willing to limit the intellectual property infringement indemnification to third party claims asserted against the State or an Authorized User? In addition, given that remedies for intellectual property infringement commonly include curing or mitigating the infringement (e.g., modification, replacement, or procurement of a license), would the State be willing to confirm that such remedies constitute the sole and exclusive remedies available to the Authorized User and/or the State with respect to any intellectual property infringement?	OGS respectfully declines the requested modification.
328	Attachment 02 – Sample Master Agreement	13.2 Intellectual Property Indemnification / Attachment 15, Section 31 Indemnification Relating to Infringement	Attachment 15, Section 31 requires the Contractor to indemnify Authorized Users against claims of intellectual property infringement. Master Agreement Section 13.2 imposes a parallel obligation, including a standalone duty to defend, for non-NYS Participating Entities, and expressly excludes IP indemnification from any limitation of liability (Section 13.2.4). For the reasons described above regarding the interaction between a contractual duty to defend and the defense provisions of professional liability insurance, would OGS consider ensuring that neither the Attachment 15 infringement indemnity nor Master Agreement Section 13.2 imposes a standalone duty to defend, and instead require the Contractor to "indemnify and hold harmless" the indemnified parties (inclusive of reasonable attorneys' fees and defense costs) for Intellectual Property Claims? This concern is heightened by Section 13.2.4's express exclusion of IP indemnification from any limitation of liability, leaving the Contractor exposed to potentially unlimited, uninsured defense costs on claims where the insurer may decline to fund a defense that the Contractor has independently assumed by contract.	NYS OGS respectfully declines this request.
329	Attachment 02 – Sample Master Agreement	13.2.4 General Indemnification	Bidder respectfully requests the State remove this clause in order to balance the scope of exposure with the work being performed.	NYS OGS respectfully declines to make this change. Intellectual property infringement claims are distinct from general professional liability claims because they arise from materials, methodologies, software, tools, or other deliverables provided by the Contractor. As the Contractor is in the best position to understand, manage, and defend against such claims, it is appropriate for the Contractor to retain the duty to defend in connection with Intellectual Property Claims. Additionally, Section 13.2 already includes limitations and exclusions that appropriately allocate risk for such claims.
330	Attachment 02 – Sample Master Agreement	14.4 Notice of Cancellation	When a contractor learns of a cancellation or nonrenewal, we engage our insurance broker to evaluate alternatives, obtain replacement quotes, and bind new coverage. Five business days is insufficient to complete that cycle We request that the terms be changed from five business days to 30 calendar days.	NYS OGS respectfully declines this request. Contractors are required to provide notice within five business days after becoming aware of expiration, cancellation, or nonrenewal, or that cancellation, nonrenewal, or expiration may occur. This notice obligation does not require the Contractor to complete replacement coverage within five business days.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
331	Attachment 02 – Sample Master Agreement	15.1 Records Administration and Audit	Due to the rigorous security and compliance standards that many vendors adhere to in the performance of their work (e.g., ISO 9001), many vendors cannot allow auditors to "copy" or "transcribe" certain of the vendor's books, documents, papers, and records. "15.1.1. The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), NASPO ValuePoint, and any other duly authorized agent of a governmental agency, to audit, inspect, **and** examine, ~~copy and/or transcribe~~ Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits and examinations, ~~excerpts, and transcriptions.~~ To the extent such books, documents, papers, and records do not constitute Confidential Information of Contractor, Contractor may, at its discretion, permit copying and transcription of such items by auditor. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder."	NYS OGS respectfully declines this request. Audits are limited to records directly pertinent to performance, administration of payments, and fees, and remain subject to applicable confidentiality, security, and legal restrictions. Contractors may identify specific security concerns during an audit for reasonable coordination with the auditing entity.
332	Attachment 02 – Sample Master Agreement	15.1 Records Administration and Audit	Other NASPO master agreements, including the State of Idaho's NASPO Cybersecurity Master Agreement, which adopts the same form and similar terms provided by the State in this RFP, allowed the clarification on the scope of records to exclude payroll records and related cost information, which meets current IT industry standards. Would the State, therefore, please consider including the same clarification in the Master Agreement as follows: **15.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), NASPO ValuePoint, and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records (excluding payroll records and related cost information) directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.	This is acceptable. Please see revised Section 15.1.1.
333	Attachment 02 – Sample Master Agreement	15.1.1 Records Administration and Audit	We request that the survival period be reduced from 6 to 5 years, noting that the remaining terms allow for a longer retention period due to state statutes.	NYS OGS respectfully declines to make the requested change.
334	Attachment 02 – Sample Master Agreement	15.12 Responsibility	Can NASPO/Lead State confirm whether the Questionnaire being referred to in this Section is "Attachment 04, Bidder Information"? If not, can NASPO/Lead State please clarify what Questionnaire is being referenced?	The Questionnaire referenced in this section refers to the NYS For-Profit Business Entity Questionnaire. See solicitation section 4.27 NYS Vendor Responsibility.
335	Attachment 02 – Sample Master Agreement	15.12 Termination / Non-Responsibility	Section 15.12 indicates that the Master Agreement may be terminated at the Contractor's expense if the Contractor is determined to be non-responsible. Please clarify what types of costs or expenses the Contractor would be responsible for under this provision.	The costs and expenses would be speculative and unknown at this time and would be dependent on the particular engagement.
336	Attachment 02 – Sample Master Agreement	15.18 Assignment of Antitrust Rights	Under this section, Contractors are required to assign to Participating Entities any antitrust claims arising in connection with goods or services provided under the Master Agreement. Can NYS clarify the practical intent of this provision, including the circumstances under which NYS would expect to pursue such assigned claims?	The potential use would be speculative and unknown at this time and would be dependent on the particular engagement.
337	Attachment 02 – Sample Master Agreement	15.2 Confidentiality, Non-Disclosure, and Injunctive Relief	Under this contract, vendors may also share Confidential Information with the Lead State, a Participating Entity, or a Purchasing Entity that should be protected from disclosure. Is New York State (NYS) and NASPO agreeable to making this provision mutual in the next version of Attachment 02? We are happy to provide mutually protective language addressing this.	OGS declines to make the requested change. Contractors may seek to add such provisions at the Participating Addendum or engagement level with a Participating Entity or an Authorized User.
338	Attachment 02 – Sample Master Agreement	15.2 Confidentiality, Non-Disclosure, and Injunctive Relief	The confidentiality obligations under Section 15.2 are unilateral, running only from the Contractor to the Purchasing Entity. In consulting engagements, the information exchange is often bidirectional: the Contractor may share proprietary methodologies, pricing structures, staffing models, and other sensitive business information with the Purchasing Entity in the course of proposal development, SOW negotiation, and service delivery. Without a reciprocal obligation, the Contractor has no contractual recourse if its confidential business information is disclosed by a Purchasing Entity outside the scope of the engagement. Would OGS consider adding a mutual confidentiality obligation, or at minimum, an acknowledgment that the Purchasing Entity will use commercially reasonable efforts to protect the Contractor's confidential business information, subject to applicable public disclosure laws?	OGS declines to make the requested change. Contractors may seek to add such provisions at the Participating Addendum or engagement level with a Participating Entity or an Authorized User.
339	Attachment 02 – Sample Master Agreement	15.2 Confidentiality, Non-Disclosure, and Injunctive Relief	The confidentiality provisions under Section 15.2 do not include carve-outs for disclosures that are necessary in the ordinary course of a consulting firm's operations. Specifically, the provisions do not address (a) disclosures required by law, regulation, subpoena, or court order, which may arise across multiple jurisdictions given the nationwide scope of this NASPO cooperative contract; or (b) disclosures to the Contractor's professional advisors, insurers, auditors, or subcontractors who are bound by professional duties of confidentiality or equivalent non-disclosure obligations. These are customary exceptions in commercial contracts for professional services and their absence could place the Contractor in a position of technical breach for routine, necessary activities. Would OGS consider adding these standard carve-outs?	Please see revised Section 15.2.
340	Attachment 02 – Sample Master Agreement	15.2.2.5 Non-Disclosure	We request that the first sentence be changed to read "Contractor's obligations shall survive five (5) years after the termination of this and all agreements." Our concern is that confidentiality cannot be tracked indefinitely.	OGS respectfully declines the requested modification.
341	Attachment 02 – Sample Master Agreement	15.2.3 Injunctive Relief	Will NASPO/Lead State consider revising the injunctive relief language in Section 15.2.3 to state that a breach of Section 14.2 "may cause irreparable injury" rather than "would cause irreparable injury"? This adjustment more accurately reflects that the determination of irreparable harm should be based on the specific facts and circumstances of any alleged breach, rather than being presumed in all cases as a matter of contract. Such a revision would ensure a fair and balanced approach for both parties while still allowing the Purchasing Entity to seek appropriate injunctive relief when warranted, as outlined below. Can NASPO/Lead State also confirm whether the Section referenced in the language should be Section 15.2 rather than Section 14.2?	OGS respectfully declines to make the requested modification. Please see updated section reference.
342	Attachment 02 – Sample Master Agreement	15.23 Cooperation with Third Parties	Will New York State (NYS) and NASPO update this subsection as follows: "15.23. Cooperation with Third Parties. The Contractor shall be responsible for fully cooperate in good faith ing with any third party, including but not limited to other Contractors or Subcontractors of the Purchasing Entity, as to the extent reasonably necessary to ensure facilitate the delivery or performance of the Services Product".	OGS respectfully declines the requested modification.
343	Attachment 02 – Sample Master Agreement	15.23 Cooperation with Third Parties	Would NASPO/Lead State consider revising the Cooperation with Third Parties clause in Section 15.23 to clarify that the Contractor's obligation to cooperate with any third party, including other Contractors or Subcontractors of the Purchasing Entity, applies only "as reasonably necessary" to ensure delivery or performance of the Product? This adjustment would help ensure that the Contractor's cooperation is limited to what is appropriate and proportionate for the successful completion of the project, thereby preventing unreasonable demands or operational inefficiencies.	OGS respectfully declines the requested modification.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
344	Attachment 02 – Sample Master Agreement	15.25 Consequential, Indirect or Special Damages	Can OGS confirm that the mutual waiver of consequential, indirect, and special damages (Section 15.25) applies to IP indemnification claims under Section 13.2, or does the "not subject to any limitations of liability" language in Section 13.2.4 override the consequential damages waiver for IP claims?	Yes. The mutual waiver of consequential, indirect, and special damages applies to all claims, including IP indemnification claims, that are for consequential, indirect or special damages.
345	Attachment 02 – Sample Master Agreement	15.25 Damages	Other NASPO master agreements, including the State of Idaho's NASPO Cybersecurity Master Agreement, which adopts the same form and similar terms provided by the State in this RFP, allowed the addition of a limit of liability on direct damages, which meets current IT industry standards. Would the State, therefore, please consider including the same clarification in the Master Agreement as follows: **15.25 Consequential, Indirect, Direct or Special Damages.** The Lead State, Contractor, Participating Entities and Purchasing Entities shall not be liable for any consequential, indirect or special damages of any kind which may result directly or indirectly from performance, including, without limitation, damages resulting from loss of use or loss of profit by the Lead State, Contractor, Participating Entities and Purchasing Entities, or by others. Contractor's liability under any Order or Purchase Order shall not exceed the annual, funded value of the applicable Order or Purchase Order.	NYS OGS respectfully declines this request.
346	Attachment 02 – Sample Master Agreement	15.3.1 Assignment/Subcontracts	Can the government please clarify if vendors may propose subcontractors as a part of their submission to this opportunity?	Yes, vendors may propose to utilize subcontractors as part of their proposal.
347	Attachment 02 – Sample Master Agreement	15.4 Changes in Contractor Representation or Key Personnel	In regards to Attachment 02 Section 15.4, would the State agree to accommodate personnel replacements due to circumstances beyond our control, such as in the case of death, disability, illness, grave personal circumstances, resignation, or termination, without a formal advance notice requirement in such situations?	Yes. However, NYS OGS retains the ability to reject key personnel proposed by the Contractor.
348	Attachment 02 – Sample Master Agreement	15.7 Cancellation	Will OGS consider permitting cancellation by either party, for convenience or otherwise as applicable, to provide a fair and balanced contractual arrangement, subject to any required notice or conditions set forth in the contract?	No. OGS respectfully declines to make this change.
349	Attachment 02 – Sample Master Agreement	15.8 Force Majeure	We request that the following be added as Force Majeure events: epidemic, pandemic, governmental order. This reflects the current global and political environment.	NYS OGS respectfully declines to make this change.
350	Attachment 02 – Sample Master Agreement	15.9 Defaults and Remedies	In the unlikely event of breach, any termination for default should reasonably be limited to a material failure of either party to perform a fundamental obligation under the contract and not simply for "nonperformance of contractual requirements", as that is very broad. Will New York State (NYS) and NASPO remove Subsection 15.9.1.1 from the next version of Attachment 02?	We respectfully request this request.
351	Attachment 02 – Sample Master Agreement	15.9 Defaults and Remedies	Is OGS willing to negotiate a mutually agreeable cure and/or notice period for default and remedies provision?	No, the cure period is outlined in 15.9.2.
352	Attachment 02 – Sample Master Agreement	15.9 Defaults and Remedies	Please clarify how liquidated damages will be calculated and applied under the contract. Subject to applicable law, is OGS willing to negotiate a reasonable and mutually agreeable cap on any liquidated damages and/or payment withholding assessed under the contract to ensure proportionality ?	The New York State Participating Addendum only provides for liquidated damages in the context of the MWBE requirements. Other Participating Entities may also include liquidated damages.
353	Attachment 02 – Sample Master Agreement	15.9.1.4 Defaults and Remedies	Can NASPO/Lead State remove this clause, as it cites New York law and is thus more appropriate for the State's Participating Addendum?	OGS respectfully declines to make this change.
354	Attachment 02 – Sample Master Agreement	29.B Warranties (Title and Ownership) / Attachment 15 NYS Participating Addendum	Attachment 15, Section 29B requires the Contractor to warrant "full ownership, clear title free of all liens, or the right to transfer or deliver specified license rights" to all Products, and to indemnify Authorized Users for any breach of this warranty. In consulting services engagements, the Contractor's deliverables may incorporate or reference third-party data, publicly available frameworks, or open-source tools alongside the Contractor's own proprietary methodologies. A blanket title and ownership warranty may be impractical for deliverables that by their nature draw on multiple sources. Would OGS consider qualifying Section 29B to require the Contractor to warrant that the Products do not, to the Contractor's knowledge, infringe the intellectual property rights of any third party, rather than requiring an unqualified warranty of full ownership or clear title to all deliverables?	OGS respectfully declines to make this change.
355	Attachment 02 – Sample Master Agreement	6.2 Administrative Fees	Can OGS please clarify the Administrative Fee structure referenced in the Master Agreement, including percentage basis, whether fees apply uniformly across Participating Entities, and whether these fees should be embedded within proposed rates or treated separately?	The Administrative Fee for all sales outside of the State of New York is .4%, or .004. For all sales within the State of NY the Administrative Fee is .75%, or .0075. Subsequently, Contractor's shall expect all Participating Addendums to reflect the administrative fees, based on location of the Purchasing Entity. Please note, subject to 6.2.6 Participating Entities may also require an additional administrative fee. These fees shall be incorporated into Contractor's cost proposal.
356	Attachment 02 – Sample Master Agreement	6.2 Administrative Fees 6.3 NASPO ValuePoint Summary and Detailed Usage Reports	Several internal cross-references within Sections 6.2 and 6.3 appear to reference non-existent or incorrect sections (e.g., Section 5.3.2). Please confirm and provide corrected section references.	These reference should all be for section 6. (e.g. Section 5.3.2 should be 6.3.2)
357	Attachment 02 – Sample Master Agreement	6.2.2 NASPO Value Point Fee Compliance Incentive	Can you provide additional detail on how Contractor's will be determined to be compliant with the reporting requirements to be eligible for the Incentive?	Refer to 6.2.2.1 for Determination of Compliance
358	Attachment 02 – Sample Master Agreement	6.2.2 Compliance Incentive	This section references "compliance with requirements described Sections 5.3.2 and 5.3.3, the NASPO Administrative Fee owed by Contractor under Section 5.2.1". These referenced section numbers are not found within Attachment 02 - Sample Master Agreement. Can you please advise what these sections entail or if these sections are mismarked?	The correct references are 6.3.2, 6.3.3, and 6.2.1. Please see revised Attachment 02 - Sample Master Agreement.
359	Attachment 02 – Sample Master Agreement	6.2.6.1 Participating Entity Fees	Will NASPO/Lead State consider revising Section 6.2.6.1 to remove the phrase "Unless otherwise negotiated by the Participating Entity," to establish a clear and consistent right for the Contractor to adjust Master Agreement pricing in the Participating Addendum by an amount not to exceed the Participating Entity's fee, provided that such adjustment is transparently disclosed in the Participating Addendum and does not affect the NASPO ValuePoint administrative fee, the Master Agreement pricing, or pricing offered to Purchasing Entities outside the Participating Entity's jurisdiction?	NYS OGS respectfully declines this request. Participating Entity fees and any related price adjustments must remain subject to the applicable Participating Entity's negotiation and approval in its Participating Addendum. Contractors do not have an automatic unilateral right to increase pricing for Participating Entity fees.
360	Attachment 02 – Sample Master Agreement	6.4.5 Most Favored Customer	Please clarify your requirements regarding the notification of MFC provisions in agreements outside of this agreement. By effective date, do you refer to the date after award when an agreement is executed, or to the effective dates of other agreements outside of this agreement? If we already have clients with MFC terms, when do we need to provide that notification?	The phrase "within thirty (30) days of their effective date" refers to the effective date of the third-party contractual most-favored-customer provision. If a Contractor already has existing third-party MFC provisions that may affect promotion of this Master Agreement or future pricing/rate adjustments based on this Master Agreement, the Contractor should provide notice within thirty (30) days after execution of the Master Agreement or as otherwise requested by the Lead State or NASPO ValuePoint.
361	Attachment 02 – Sample Master Agreement	6.4.5 Most Favored Customer	Clarify your concerns as to how MFC terms "may affect the promotion of this Master Agreement."	The concern is that a third-party MFC provision could restrict Contractor's ability to promote, price, discount, or administer this Master Agreement, or could trigger pricing adjustments in another contract based on rates, pricing, or Orders under this Master Agreement. The notice requirement allows the Lead State and NASPO ValuePoint to understand any such restrictions or impacts.
362	Attachment 02 – Sample Master Agreement	6.4.5 Most Favored Customer	Will NASPO/Lead State consider removing the Most Favored Customer clause, given that the U.S. Federal Government is Gartner's most favored client, and while Gartner cannot commit to pricing that is equal to or less than that provided to the federal government, it can ensure that pricing is equal to that of other State and Local Government clients? Additionally, NASPO has agreed to remove this clause from our last two Master Agreements due to our concern of becoming noncompliant with our federal government contract requirements and because the "Obligation to Act in Good Faith" clause remains/remained in the Master Agreement.	OGS respectfully declines to make the requested modification.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
363	Attachment 02 – Sample Master Agreement	6.4.5 Most Favored Customer	Upon receipt of notice under Section 6.4.5, please clarify how NYS and NASPO intend to operationalize the provision—specifically, whether the notice is informational only or could trigger pricing adjustments, contract administration actions, or other obligations for the Contractor.	Notice under Section 6.4.5 is primarily informational and allows the Lead State and NASPO ValuePoint to assess whether third-party MFC obligations may affect promotion, administration, pricing, or future rate adjustments under this Master Agreement. Any resulting action would depend on the specific provision and circumstances and would be handled in accordance with the Master Agreement and applicable law.
364	Attachment 02 – Sample Master Agreement	6.4.5 Most Favored Customer	Please clarify what is meant by "may affect promotion of this Master Agreement" in Section 6.4.5, including whether the provision is intended to apply only when the third party MFC is triggered by services that are substantially the same and on the same or similar terms as Orders under the Master Agreement (as opposed to consulting services generally).	The phrase "may affect promotion of this Master Agreement" is intended to capture third-party MFC provisions that could limit Contractor's ability to market, promote, discount, price, or administer this Master Agreement, or that could be triggered by rates, pricing, or Orders under this Master Agreement. The provision is not intended to require notice of unrelated MFC provisions with no potential connection to the Master Agreement.
365	Attachment 02 – Sample Master Agreement	6.4.5 Most Favored Customer	Bidder respectfully requests the State remove this clause; given Bidder is a global company, unfortunately compliance with such a clause is administratively burdensome and unable to be managed internally.	OGS respectfully declines to make the requested modification.
366	Attachment 02 – Sample Master Agreement	6.4.5 Most Favored Customer	Does the Most-Favored Customer reference pertain to purchases via the NASPO ValuePoint contract only?	No. Section 6.4.5 requires notice of third-party contractual MFC provisions outside this Master Agreement if those provisions may affect promotion of this Master Agreement or provide for adjustments to future rates or pricing based on rates, pricing in, or Orders from this Master Agreement.
367	Attachment 02 – Sample Master Agreement	7.2 Price Updates	Can you provide more context on the rate increases in year 2 and year 5? Are they only CPI COLA increases or can an awarded vendor add new roles and rates?	The rate increases in year 2 and year 5 are only CPI COLA increases. Awarded vendors may not add new roles and rates.
368	Attachment 02 – Sample Master Agreement	7.2.1 Price Updates 7.3 CPI Adjustment	Section 7.2.1 permits one price update following the first 24 months and one at first renewal. Section 7.3 separately describes a CPI-based price adjustment mechanism, also triggered after 24 months. Are the Section 7.2.1 update and the Section 7.3 CPI adjustment additive (meaning a contractor could apply both in the same period) or does submitting a CPI adjustment request constitute the one permitted price update under 7.2.1?	The CPI adjustment described in Section 7.3 constitutes the price update available after the first 24 months on the contract.
369	Attachment 02 – Sample Master Agreement	7.4 Payment	Section 7.4 states that payment will be made within thirty (30) days following the date the entire order is delivered or a correct invoice is received. Please clarify whether this provision allows for monthly, milestone, or progress-based payments for ongoing services, or if payment is strictly limited to completion of the full order.	Per Attachment 01 - Scope of Work Section III.2.A.iii. Statement of Work (SOW) Pricing may be Firm-Fixed Pricing, Retainer, or Milestone-Based; however, the Purchasing Entity reserves the right to prescribe the SOW pricing structure.
370	Attachment 02 – Sample Master Agreement	8.5.1 Term of Purchase	The Master Agreement limits the delivery date (i.e. engagement term) to no more than one-year past the then-current termination date of the Master Agreement, but does not specify the maximum engagement term. Please confirm whether multi-year engagement orders must be priced at the rates in effect when the order is placed and specify the maximum engagement term, or confirm the engagement rates are subject to change when the Master Agreement rates are adjusted per 7.2-7.3.	The maximum engagement term should be established in the applicable SOW, Purchase Order, or Participating Addendum, subject to Section 8.5. Orders must be placed during the term of the Master Agreement and may have a delivery or performance period up to one year beyond the then-current Master Agreement termination date unless further restricted by the applicable PA. Multi-year engagements should identify applicable rates and any approved rate adjustment mechanism in the ordering document; absent such language, the rates in effect at the time of order generally apply.
371	Attachment 02 – Sample Master Agreement	Confidentiality / Data	Are there any requirements related to data residency or data storage within New York State or the United States?	Yes, data subject to this Master Agreement must remain within the United States.
372	Attachment 02 – Sample Master Agreement	Confidentiality / Data	Are there any restrictions on the use of anonymized or aggregated data for internal service improvement or benchmarking purposes?	Use of anonymized or aggregated data is not explicitly authorized by the Master Agreement. Any such use must be permitted by the applicable SOW, PA, Purchase Order, law, and Purchasing Entity policy, and must not identify the Purchasing Entity, individuals, confidential information, protected data, security-sensitive information, or nonpublic transaction data. Contractors should obtain written approval from the applicable Purchasing Entity before using such data for internal service improvement or benchmarking.
373	Attachment 02 – Sample Master Agreement	Confidentiality / Data	Are vendors permitted to retain limited archival copies of deliverables or data for compliance, audit, or legal purposes following contract completion?	This may vary depending on the specific work performed and the individual Authorized User. This would need to be discussed with the Authorized User at the time of the particular transaction.
374	Attachment 02 – Sample Master Agreement	Data Security / Compliance	Can the State clarify expectations regarding contractor liability for data breaches, including whether liability is limited to breaches caused by vendor actions or includes broader exposure?	Contractor liability for data breaches will depend on the applicable MA terms, PA, SOW, Purchase Order, law, and the facts of the incident. In general, Contractor is responsible for breaches or unauthorized disclosures to the extent caused by Contractor, its employees, agents, subcontractors, systems, or failure to comply with applicable contractual, security, confidentiality, or legal obligations. Broader or more specific data security obligations may be included at the PA or SOW level.
375	Attachment 02 – Sample Master Agreement	Dispute Resolution	In addition to the dispute provisions outlined in Appendix A, would the State consider allowing mutually agreed escalation procedures at the task order level to facilitate issue resolution prior to formal legal proceedings?	This may vary by Authorized User and should be discussed with the Authorized User at the time of the transaction.
376	Attachment 02 – Sample Master Agreement	General	Can offerors propose redlines and rationale for redlines to the Master Service Agreement as part of their proposal submission?	As set forth in Solicitation Section 1.6 *Bidder Questions* , if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Bidder Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
377	Attachment 02 – Sample Master Agreement	General	Are there specific contract terms that are considered non-negotiable versus those that may be addressed post-award?	Certain terms may be non-negotiable because they are required by law, NASPO ValuePoint requirements, New York State requirements, federal funding requirements, Appendix A, or other mandatory procurement terms. Any requested modifications to the terms should be submitted during the Bidder Questions period.
378	Attachment 02 – Sample Master Agreement	General	Can the State clarify if bidders may submit redline changes to the sample Master Agreement?	As set forth in Solicitation Section 1.6 *Bidder Questions* , if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Bidder Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.
379	Attachment 02 – Sample Master Agreement	General	Is OGS willing to negotiate a reasonable and mutually agreeable equitable adjustment or change order process?	Reasonable change order or equitable adjustment procedures should be handled at the SOW, Purchase Order, or Participating Addendum level, provided any change remains within the scope of the Master Agreement, is approved in writing by the applicable Purchasing Entity, and complies with the Purchasing Entity's procurement rules and applicable law.
380	Attachment 02 – Sample Master Agreement	General	Subject to applicable law, would OGS be willing to negotiate a mutually agreeable Limitation on Liability?	A limitation of liability provision has been included. Please see revised Attachment 15, Section 31.
381	Attachment 02 – Sample Master Agreement	General	Will OGS entertain contractor redlines to the Sample Master Agreement and the Standard Terms for AI Purchases?	As set forth in Solicitation Section 1.6 *Bidder Questions* , if Bidder intends to submit a Bid that deviates from the requirements of the Solicitation in any way, the proposed Bid Deviations should be submitted during the Bidder Questions period so that they may be given due consideration prior to the submission of Bids. Material Bid Deviations (including additional, inconsistent, conflicting, or alternative terms) submitted with the Bid may render the Bid non-responsive and may result in rejection of the Bid.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
382	Attachment 02 – Sample Master Agreement	II. Appendices and Attachments IV. Order of Precedence, 4.1 Order for Lead State IV. Order of Precedence 4.2.2 Order for Other Participating Entities	Given that the Master Agreement is only intended to represent negotiated and/or accepted terms to a broader level on behalf of all eligible participating entities and most of the appendices and attachments are only applicable to New York State, can references to NYS-specific/applicable appendices and attachments be removed (or significantly reduced)? As an example, there is no reason to reference the NYS Participating Addendum as an Attachment in the Master Agreement.	The State declines to remove the NYS-specific appendices and attachments from the Master Agreement at this time. The order of precedence already distinguishes between the Lead State and other Participating Entities, including exclusion of Attachment 15 from the order applicable to other Participating Entities. NYS-specific documents remain necessary for the Lead State and New York Participating Addendum. However, for other Participating Entities, certain state-specific appendices, attachments, and related requirements may be addressed, modified, or excluded through the applicable Participating Addendum process.
383	Attachment 02 – Sample Master Agreement	Indemnification	Can the State clarify whether indemnification obligations extend to all third-party claims regardless of vendor fault, or are they limited to claims arising from vendor negligence or willful misconduct?	Section 13.1 applies to third-party claims for death, personal injury, or damage to tangible property arising from acts, errors, or omissions of Contractor, its employees, subcontractors, or volunteers relating to performance, and are not limited to negligence or willful misconduct.
384	Attachment 02 – Sample Master Agreement	Intellectual Property	Can the State clarify the distinction between ownership of deliverables and vendor pre-existing intellectual property, including any restrictions on reuse across clients?	Deliverables specifically created for and accepted by a Purchasing Entity under an SOW may be owned or licensed as provided in the Master Agreement and applicable ordering document. Contractor retains ownership of its Pre-existing Intellectual Property, methodologies, tools, templates, and general know-how, subject to the license rights necessary for the Purchasing Entity to use, implement, maintain, and benefit from the deliverables. Contractor may reuse general skills, knowledge, methodologies, and experience across clients, provided it does not disclose Confidential Information or infringe Purchasing Entity rights.
385	Attachment 02 – Sample Master Agreement	IX Shipping and Delivery X Inspection and Acceptance XI Warranty XII Product Title	Is it New York State (NYS) and NASPO's intent to allow vendors to provide their own equipment and hardware as commercial "goods" to Participating Entities under this contract? If not, then what is the intent of these terms, conditions, and obligations throughout Attachment 02 in the sections noted?	No. The Scope of Work is intended primarily for professional consulting services and does not authorize Contractors to provide equipment or hardware as separate commercial goods under this contract. The shipping, inspection, title, and related product provisions in Attachment 02 are standard terms that apply only to the extent an authorized engagement includes ancillary products, deliverables, or materials. They do not expand the Scope of Work to include hardware or equipment sales.
386	Attachment 02 – Sample Master Agreement	Ordering	Can the State clarify how mini-bid or task order competitions will be structured among awarded vendors?	Authorized Users will develop their Statement of Work and release it to all Awarded Vendors in the applicable Lot/Category with a deadline for Bid Response. User will then evaluate the responses and select the winning Bid that best meets their form, function, and utility. Please refer to Attachment 15 *NYS Participating Addendum* , section 33 *Mini-Bid Process for Awarded Contractors.*
387	Attachment 02 – Sample Master Agreement	Ordering / Task Orders	Can the State confirm whether additional terms may be introduced at the task order level and how conflicts between task order terms and the Master Agreement will be resolved?	Yes, additional project-specific terms may be included in a task order, SOW, Purchase Order, or Participating Addendum where permitted by the Master Agreement and applicable law. Conflicts will be resolved according to the order of precedence in Section 4. Contractor terms are effective only if expressly accepted in writing and attached or incorporated as required by the Master Agreement.
388	Attachment 02 – Sample Master Agreement	Proposed new clause	Will the State consider adding a reasonable and customary Limitation of Liability clause appropriate for a professional services engagement in the Master Agreement? Bidder proposes the following language for consideration: "Limitation of Liability. Neither party shall be liable for consequential, special, punitive, or incidental damages, or lost profits from any cause under this Agreement. Each party's liability (whether in contract, tort, negligence, strict liability, by statute, or otherwise) to the other party or to any third party under this Agreement shall in the aggregate be limited to direct damages not to exceed the fees received by Contractor for the portion of its Services giving rise to such claim."	Yes, a limitation of liability provision has been included. Please see revised Attachment 15, Section 31.
389	Attachment 02 – Sample Master Agreement	Proposed new clause: 11.6 Disclaimer of Warranties	We request the addition of the following clause or one similar: Disclaimer of Warranties. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION, CONTRACTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT. CONTRACTOR DOES NOT WARRANT THAT ANY PRODUCT OR SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE. THE EXPRESS WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES.	NYS OGS respectfully declines to consider the proposed language.
390	Attachment 02 – Sample Master Agreement	Proposed new section XVI – Additional Terms	Given the NASPO contract is intended to be used by multiple states, cities, and counties across the country, it is prudent that the terms be commercially reasonable and appropriately allocate risk across all parties. Will New York State (NYS) and NASPO please add the following missing terms to the next version of Attachment 02. "XVI. Additional Terms 16.1. Limitation of Liability. Contractor's aggregate liability for all claims, losses and/or damages arising under or related to a Statement of Work under the Master Agreement (including without limitation, for breach of contract, breach of warranty, negligence or other tort claim) shall not exceed Participating Entity's actual direct damages up to the amount the Participating Entity has paid to Contractor under the Statement of Work for the prior three (3) month period for the Services giving rise to the liability. In no event will Contractor's aggregate liability under the Master Agreement exceed an amount equal to three (3) times the average monthly fees paid under the Master Agreement. 16.2. Exclusions from Limitation; Survival. The liability limits in Sections 16.1 above do not apply to indemnification obligations under Sections 13.1 for bodily injury, death to persons, and damage to real or tangible personal property caused by the other party's negligence. In addition, the limitations in Sections 16.1 above will not be deemed to limit any liability to an extent that would not be permitted under applicable law.	A limitation of liability provision has been included. Please see revised Attachment 15, Section 31.
391	Attachment 02 – Sample Master Agreement	Proposed new section XVI – Additional Terms	Given the NASPO contract is intended to be used by multiple states, cities, and counties across the country, it is prudent that the terms be commercially reasonable and appropriately allocate risk across all parties. Will New York State (NYS) and NASPO please add the following missing terms to the next version of Attachment 02. "XVI. Additional Terms 17.1. Services Warranty. Contractor warrants, for a period of thirty (30) days commencing when the Services are performed, that the Services will be performed in a workmanlike manner consistent with industry standards reasonably applicable to the performance of such Services. If Purchasing Entity believes there has been a breach of this warranty, it must notify Contractor in writing within the warranty period stating in reasonable detail the nature of the alleged breach. If there has been a breach of this warranty, then Contractor's sole obligation, and Purchasing Entity's exclusive remedy, will be for Contractor to correct or re-perform, at no additional charge, any affected Services to cause them to comply with this warranty, or terminate the Scope of Work / Statement of Work (as applicable) in whole or in part. 17.2. Warranty Disclaimer. THE WARRANTIES PROVIDED IN THIS MASTER AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, INTEGRATION, PERFORMANCE AND ACCURACY AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.	Please see revised Attachment 2, Section XI Warranty.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
392	Attachment 02 – Sample Master Agreement	Proposed new section XVI – Additional Terms	Given the NASPO contract is intended to be used by multiple states, cities, and counties across the country, it is prudent that the terms be commercially reasonable and appropriately allocate risk across all parties. Will New York State (NYS) and NASPO please add the following missing terms to the next version of Attachment 02. "XVI. Additional Terms 18.1. Purchasing Entity Delays. If the Purchasing Entity (or any of its third party providers) causes or contributes to any delay in Contractor's performance of the Services or delivery of Deliverables ("Purchasing Entity Delay"), whether by failure to provide timely approvals, information, access, or other actions or omissions required under the Master Agreement, Contractor shall be entitled to an equitable adjustment to both the project schedule and the compensation. In such event, Contractor shall promptly notify the Purchasing Entity in writing of the nature of the delay and the anticipated impact. Upon such notice, the parties shall cooperate in good faith to execute a change order that reflects: (a) an extension of time for performance reasonably necessary to account for the delay; and (b) any additional costs incurred or to be incurred by Contractor as a direct or indirect result of the delay, including but not limited to idle time, resource reallocation, and increased labor or material costs. Within te (10) business days of Contractor's notice (or such other period as mutually agreed by the parties), the parties will in good faith execute a change order reflecting the adjustment; if they cannot agree on the terms of the change order within that period, either party may escalate the matter under the informal dispute resolution provision in Section 15.17. If the parties are unable to reach agreement on a change order related to a Purchasing Entity Delay after more than thirty (30) days from Contractor's delivery of a notice, Contractor may, upon providing at least five (5) days' additional notice, suspend the impacted Services until the delay is cured. Contractor is not liable for any failure or delay in performance to the extent caused by a Purchasing Entity Delay, and Contractor's continued work before a change order is executed does not waive its rights under this clause.	NYS OGS respectfully declines this request.
393	Attachment 02 – Sample Master Agreement	Proposed new section XVI – Additional Terms	Given the NASPO contract is intended to be used by multiple states, cities, and counties across the country, it is prudent that the terms be commercially reasonable and appropriately allocate risk across all parties. Will New York State (NYS) and NASPO please add the following missing terms to the next version of Attachment 02. "XVI. Additional Terms 18.2. Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Master Agreement and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Master Agreement. Both parties also expressly agree to work together to manage the scope of Services under each Purchase Order or Scope of Work (as applicable) within the agreed upon budget and schedule for such Services. 19. Non-solicitation of Personnel. During the term of a Purchase Order or Scope of Work (as applicable) and for twelve (12) months after its expiration or termination, neither party will, either directly or indirectly, solicit for employment or employ (except as permitted below) by itself (or any of its affiliates) any personnel of the other party (or any of its affiliates) who was involved in the performance of the party's obligations under such Purchase Order of Scope of Work, unless the hiring party obtains the written consent of the other party. The foregoing provision will not (i) prohibit a publicly advertised general solicitation of employment in the ordinary course of business or prevent a party from employing any personnel who contacts such party as a result of such a general solicitation (unless the advertised solicitation is undertaken as a means to circumvent or conceal a violation of this clause); or (ii) be read so as to limit employment opportunities to an extent that would not be permitted under applicable law (e.g., California or Colorado law).	NYS OGS respectfully declines this request.
394	Attachment 02 – Sample Master Agreement	Proposed new section XVI – Additional Terms	Given the NASPO contract is intended to be used by multiple states, cities, and counties across the country, it is prudent that the terms be commercially reasonable and appropriately allocate risk across all parties. Will New York State (NYS) and NASPO please add the following missing terms to the next version of Attachment 02. "XVI. Additional Terms 20. Waiver of Jury Trial. The parties waive all right to a jury trial with respect to any and all issues in any action or proceeding arising out of or related to the Master Agreement. 21. Export Control. Each party agrees that it will not knowingly export or re-export, directly or indirectly, any technical data or product derived from the other party to any destination to which such export or re-export is controlled, restricted or prohibited by U.S. law, without obtaining prior authorization from the U.S. government.	NYS OGS respectfully declines this request.
395	Attachment 02 – Sample Master Agreement	ref. Attachment 15 NYS Participating Addendum, Section 24	Attachment 15, Section 24 permits the Commissioner to suspend all Contract activities at any time, in sole discretion, for reasons including budget freezes or other circumstances. Consulting engagements require the Contractor to commit dedicated personnel, often on an exclusive or near-exclusive basis, to a Purchasing Entity's project. A suspension of work without provision for payment of services already performed or for reasonable costs of demobilizing committed staff creates a disproportionate financial burden on the Contractor. Would OGS confirm that, in the event of a suspension, the Contractor would be entitled to payment for services satisfactorily performed and accepted prior to the effective date of the suspension, and for reasonable, documented demobilization costs directly resulting from the suspension?	If the contract is terminated for convenience, the Authorized User shall remain liable for all accrued but unpaid charges incurred through the date of the termination.
396	Attachment 02 – Sample Master Agreement	ref. Attachment 15 NYS Participating Addendum, Section 30	Attachment 15, Section 30 requires the Contractor to indemnify Authorized Users for claims arising "directly or indirectly" from the Contract "without limitation." While the provision appropriately establishes a fault-based trigger (negligence, intentional acts), the "without limitation" qualifier and the "indirectly" language extend the Contractor's exposure well beyond claims caused by its own performance. In the context of consulting services, where the Contractor's work product may inform decisions by the Authorized User that involve independent variables and third-party actions, this breadth of exposure is difficult to underwrite and price. Would OGS consider conforming the indemnification scope to the fault-based standard already reflected in Section 30 by limiting the obligation to claims arising from the Contractor's negligence, willful misconduct, or material breach, and removing the "without limitation" qualifier?	OGS respectfully declines the requested modification.
397	Attachment 02 – Sample Master Agreement	ref. Attachment 15 NYS Participating Addendum, Section 30	Neither the Master Agreement nor Attachment 15 includes an aggregate cap on the Contractor's liability. This Solicitation contemplates a five-year cooperative contract under which consulting engagements will be performed through individual Purchase Orders and SOWs of widely varying scope and value. Without a liability cap, the Contractor's cumulative exposure across all Purchasing Entities is unbounded, which creates significant challenges for risk assessment, insurance procurement, and engagement pricing. Would OGS consider adding a limitation of the Contractor's aggregate liability on a per-Purchase Order or per-SOW basis (e.g., a cap equal to fees paid under the applicable Purchase Order or SOW), exclusive of any damage arising from the Contractor's gross negligence or willful misconduct?	Yes, a limitation of liability provision has been included. Please see revised Attachment 15, Section 31.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
398	Attachment 02 – Sample Master Agreement	Sections 1-7 (General Applicability) Appendix C-AI - Standard Terms for AI Purchases for NYS	Appendix C-AI imposes requirements including 90 days' prior written notice before any use of AI technology, mandatory ITS written approval for AI usage, a right of ITS to terminate the contract at no cost if AI is deemed unacceptable, and State ownership of all AI outputs, prompts, and uploaded content. These provisions appear to be designed for procurements of AI technology products or software platforms, not for professional consulting services. Consulting firms increasingly use AI-assisted tools as part of their standard internal workflows (e.g., data analytics, research, document preparation) without those tools being integral to or reflected in the deliverables provided to the client. Applying Appendix C-AI to all consulting engagements under this Master Agreement could impose significant operational constraints that are disproportionate to the nature of the services being procured. Can OGS clarify whether Appendix C-AI is intended to apply to consulting services engagements, or only to procurements involving AI technology products or AI-specific deliverables?	Appendix C-AI is intended to apply only to technology services provided to the State. It does not govern internal AI use by vendors or contractors.
399	Attachment 02 – Sample Master Agreement	Sections 2-3 (Notice and Approval for AI Usage) Appendix C-AI - Standard Terms for AI Purchases for NYS	If Appendix C-AI applies to consulting services engagements, would OGS consider limiting its scope to AI technologies that are integral to a specific deliverable provided to an Authorized User or that process State data, rather than extending it to a Contractor's use of commercially available internal productivity tools? As currently drafted, the 90-day prior notice requirement and the mandatory ITS approval process could apply to a consulting firm's use of routine AI-enabled tools (e.g., AI-assisted research platforms, grammar and writing tools, scheduling and project management software) that have no bearing on the deliverables or State data, creating an administrative burden that may not be proportionate to the risk these provisions are designed to address.	Appendix C-AI is intended to apply only to technology services provided to the State. It does not govern internal AI use by vendors or contractors.
400	Attachment 02 – Sample Master Agreement	Termination	In the event of termination for convenience, can the State clarify whether contractors will be entitled to reimbursement for work performed, committed costs, and reasonable wind-down expenses?	Work satisfactorily performed and accepted prior to termination would be paid, but not committed costs or wind-down expenses.
401	Attachment 02 – Sample Master Agreement	XI Warranty	Given that the Sample Warranty language is intended to cover products, and this is a contract for the procurement of business advisory consulting services, will NASPO/Lead State consider removing Sections 11.2, 11.3, and 11.5 and adding language that is more in line with industry standards for such services?	Please see revised Attachment 2, Sections 11.2 Warranty, 11.3 Breach of Warranty, and 11.5 Warranty Survival.
402	Attachment 02 – Sample Master Agreement	XI Warranty	Section XI includes warranty provisions that appear oriented toward product-based deliverables. Please clarify how these provisions are intended to apply to consulting or professional services that do not involve delivery of tangible products or software?	Please see revised Attachment 2, Sections 11.2 Warranty, 11.3 Breach of Warranty, and 11.5 Warranty Survival.
403	Attachment 02 – Sample Master Agreement	XII Product Title	Is OGS willing to negotiate reasonable changes to the IP language that ensures Contractors retain ownership of their IP with mutually agreeable license terms?	Please see revised Section 12.3.
404	Attachment 02 – Sample Master Agreement	XIII Indemnification	Could you confirm that contractor liability is intended to apply to services performed under agreed Statements of Work, and is limited to contractor acts, errors, or omissions within the scope of those services?	Contractor liability is intended to apply to services, Products, and deliverables provided under the Master Agreement, including agreed SOWs and Orders, and to acts, errors, omissions, breaches, or other conduct attributable to Contractor, its employees, agents, subcontractors, or other resources used to perform.
405	Attachment 02 – Sample Master Agreement	XIII Indemnification	Will NASPO/Lead State consider adding a limitation of liability clause to the contract to establish a fair and balanced allocation of risk between the parties, provide greater predictability regarding potential financial exposure, and align with widely accepted commercial practices? Such a clause would help protect both parties from unlimited liability for indirect or unforeseeable damages, support prudent risk management, and contribute to the sustainability and success of the contractual relationship.	Yes, a limitation of liability provision has been included. Please see revised Attachment 15, Section 31.
406	Attachment 02 – Sample Master Agreement	XIII Indemnification	Subject to applicable law, will OGS consider negotiating indemnification provisions to limit the Contractor's responsibility to proven direct damages, and to exclude liability for damages, liabilities, or costs resulting from the negligence or willful misconduct of the Lead State, Participating Entities, Purchasing Entities, or their respective employees, agents, or other contractors?	NYS OGS respectfully declines this request.
407	Attachment 02 – Sample Master Agreement	XIII Indemnification	Indemnification – First-Party IP Indemnity and Requested Carve-Outs The solicitation's indemnification provisions (see [Section X – Indemnification / Intellectual Property]) appear to require the Contractor to provide first-party indemnification to the State for intellectual property (IP) claims, without exceptions or limitations, including for claims arising from: The State's combination of the Contractor's deliverables with other products or services not provided by the Contractor; The State's modification or misuse of the deliverables; or The State's use of the deliverables after being notified of an alleged infringement and after a non-infringing alternative has been made available. To better understand the risk allocation between OGS and bidders, we respectfully request clarification on the following: Is the State willing to revise the IP indemnification language to: a. Limit the Contractor's IP indemnification obligation to third-party claims only (rather than first-party losses), and b. Include standard carve-outs for (i) combination with non-Contractor products/services, (ii) modification or misuse by the State, and (iii) continued use after notice and provision of a non-infringing alternative? If the indemnification language cannot be modified at the Master Agreement level, can the State confirm whether such carve-outs and limitations may be negotiated at the Participating Addendum or Statement of Work level with individual Participating Entities, provided that the overall intent of the NASPO Master Agreement is maintained? If neither modification nor downstream negotiation is permitted, can the State please confirm that the current IP indemnity is intended to apply only to losses and damages directly attributable to the Contractor's own work product and not to actions, configurations, or uses outside the Contractor's control?	For New York State, the applicable indemnification provisions are contained in the New York State Participating Addendum. For other Participating Entities, contractor may negotiate revisions to the indemnification provisions at the Participating Addendum level.
408	Attachment 02 – Sample Master Agreement	XIV Insurance	As Vendor's currently maintained insurance policies are written differently, but provide for coverages substantively comparable with the State's required coverages, may Vendors include copies of its insurance certificates for the State's consideration in lieu of its requested policy requirements? Vendors may maintain insurance programs that are structured differently from the specific policy language requested, but nonetheless provide coverage that is substantively comparable in scope and protection.	Yes, Vendors may submit copies of its insurance certificates for the State's consideration in lieu of its requested policy requirements. They will be reviewed to see if they are in compliance with the required coverages and limits.
409	Attachment 02 – Sample Master Agreement		Material deviations submitted as a separate file.	OGS respectfully declines to accept all requested material deviations.
410	Attachment 02 – Sample Master Agreement / Attachment 15 – NYS Participating Addendum	6.2 Administrative Fees / 5. Contract Administrative Fee	Please confirm that all proposed pricing must be inclusive of the NASPO ValuePoint administrative fee and New York administrative fee, and clarify how any future Participating Entity administrative fees should be handled in pricing.	Yes. Per Solicitation Section 4.11, pricing shall be inclusive of all fees and charges. Future Participating Entity administrative fees will be negotiated at the time that an awarded Bidder enters into an agreement with the Participating Entity
411	Attachment 03 - Participation Information	General	Is it the intent of New York State (NYS), State of Hawaii, State of Maine, State of South Dakota, and State of Utah to negotiate the terms and conditions provided in Attachments 03 and 15 during this procurement process? Or will negotiation of the individual state Participating Addendums (e.g., for New York State) occur after award of this Master Agreement?	Negotiations for non-NYS participating addenda will be conducted after the award of the Master Contract by NYS at the discretion of the applicable state officials.
412	Attachment 03 - Participation Information	General	Would the State agree that any additional terms in Attachment 3 will be negotiated at the Participating Addendum level with the applicable state officials?	Negotiations for non-NYS participating addenda will be conducted after the award of the Master Contract by NYS at the discretion of the applicable state officials.
413	Attachment 03 - Participation Information	III.3.B Past Performance	Must the two past performance examples per category be exclusively with public entities, or can relevant private sector work be submitted if public sector examples are limited?	As specified in Solicitation Section 2 - Bidder Qualifications, subsection A, "...(Bidders) shall provide two (2) examples of projects delivered to public entities." Public entity is defined by NYS State Finance Law Section 163.
414	Attachment 03 - Participation Information	Interested States	We received notification of this solicitation through the Montana State procurement site. Can the State clarify what procurements from Montana are expected?	Negotiations for non-NYS participating addenda will be conducted after the award of the Master Contract by NYS at the discretion of the applicable state officials. NYS OGS cannot provide any information about specific procurements for other states.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
415	Attachment 03 - Participation Information	Participating Addendum	Do offerors need to complete and return the participating addenda for interested states in addition to the addendum for New York as the Lead State?	Bidders do not need to return Attachment 3 *Participation Information* .
416	Attachment 04 - Bidder Information Questionnaire	"General Questions" - various questions related to "Product Manufactured"	Since this RFP is a services related contract, should vendors indicate N/A for questions related to "products manufactured"?	Per Solicitation Section 1.12 *Definitions* , "Products" shall refer to items under any Solicitation or Contract and may include commodities, services, and/or technology. Bidders should indicate N/A for any questions referring to a commodity, as applicable.
417	Attachment 04 - Bidder Information Questionnaire	"General Questions" Question 19	We have many federal, state and local contracts in addition to GSA. For the purpose of determining if a contract with any other federal, state or local governmental entity is relevant, what does OGS define as "similar products, quantities, terms and conditions"? Should these be limited to other cooperative contracts?	Cooperative contracts may be included, as well as any other federal, state or local governmental entity, including General Services Administration (GSA) / Veterans Affairs (VA), on similar products, quantities, terms and conditions.
418	Attachment 04 - Bidder Information Questionnaire	"General Questions" Question 19	Are state term contracts, cooperative contracts and the like in other states acceptable examples?	Yes.
419	Attachment 04 - Bidder Information Questionnaire	"Solicitation Specific Questions" Question 4	Can "employees" include contract staff that are retained for a specific project or projects?	This question has been removed. Please refer to the revised Attachment 4 Bidder Information Questionnaire.
420	Attachment 05 - Bidder Response Worksheet	General	Is the expectation that a single bidder response worksheet be prepared for all categories being proposed, with consolidated information, approaches, and project examples, or should we submit separate bidder response worksheets for each category?	Bidder should use one (1) Attachment 5 *Bidder Response Worksheet* to respond to all categories and Lots.
421	Attachment 05 - Bidder Response Worksheet	General	The response boxes provided within Attachment 5 - Bidder Response Worksheet do not allow for paragraph breaks or distinct formatting for headings, bullet points, tables, etc., which would inhibit readability and ease of review. Can bidders remove the text boxes and add content directly below the requirement/question to allow for a more readable presentation of information?	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
422	Attachment 05 - Bidder Response Worksheet	General	Will OGS accept a branded cover page to the bidder response worksheet? Additionally, is it acceptable for bidders to reproduce the bidder response worksheet in our own branding, or is the expectation that we use the bidder response worksheet exactly as it is?	Bidder should insert responses into the revised Attachment 5 *Bidder Response Worksheet* directly below each question or prompt without any modifications or branding. No additional documents should be submitted unless specifically indicated in Attachment 5.
423	Attachment 05 - Bidder Response Worksheet	General	Are there any formatting requirements or limitations for responses in Attachment 05 (e.g., page limits, word limits, font size)? Additionally, should responses be provided separately for each Scope of Work category, or once at the overall level?	Bidder should use one (1) Attachment 5 *Bidder Response Worksheet* to respond to all categories and Lots.
424	Attachment 05 - Bidder Response Worksheet	General	Additionally, we should submit a separate Attachment 5 for each category that we are bidding on.	Bidder should use one (1) Attachment 5 *Bidder Response Worksheet* to respond to all categories and Lots.
425	Attachment 05 - Bidder Response Worksheet	General	The form does not allow you to create line breaks or hit enter in the form field, so for categories like Management and Operations where we would put large portions of content for each of the 8 objectives, we would have one paragraph that stretches across many pages. Can we delete this field and enter our response directly in the word document, so that we can have paragraphs and line breaks in the response? We have also tried writing in a separate word file and pasting over to the field, but the line breaks do not migrate.	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
426	Attachment 05 - Bidder Response Worksheet	General	For documents like resumes that would be difficult to insert into the form like resumes, we will summarize in our response on the Attachment 5 and include the full resumes as attachments.	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
427	Attachment 05 - Bidder Response Worksheet	General	The "Click or tap here to enter text" areas of Attachment 05 seem to have unlimited page count for length responses. Is there an anticipated word limit on those text box responses?	There is no word, character, or page limit for Bidder responses.
428	Attachment 05 - Bidder Response Worksheet	General	Can bidders provide selected additional materials to support text-box based responses?	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
429	Attachment 05 - Bidder Response Worksheet	General	The "Click or tap here to enter text" areas of Attachment 05 do not seem to permit any graphics (e.g., a graphic with net promoter score results in III.A.2.b); are graphics not desired, or is there another mechanism to provide graphics?	Individual graphics with direct reference to Attachment 5, questions A.2.a and A.2.b, are permitted as separate attachments. Each graphic must be clearly labeled and referenced in the applicable response.
430	Attachment 05 - Bidder Response Worksheet	General	The response fields within the Bidder Response Worksheet do not support graphics. Can bidders format responses outside of that field, in order to include graphics?	Individual graphics with direct reference to Attachment 5, questions A.2.a and A.2.b, are permitted as separate attachments. Each graphic must be clearly labeled and referenced in the applicable response.
431	Attachment 05 - Bidder Response Worksheet	General	To what degree can proposers modify/remove the text response field in Attachment 5 - Bidder Response Worksheet to accommodate formatting? Text field as is cannot accommodate bullets, line spacing, or supporting figures. Could proposers provide an additional attachment with representative resumes and supporting exhibits to questions?	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
432	Attachment 05 - Bidder Response Worksheet	General	The narrative response fields appear to be implemented as content control boxes that restrict standard formatting (such as carriage returns, sub headings, tables, or graphics). Can the State please clarify whether Bidders are permitted to remove or overwrite these content control boxes to allow standard formatting within the Worksheet, **or** whether the State intends to revise or reissue Attachment 05 to remove these formatting restrictions prior to proposal submission? Leaving the content control boxes restricted will prevent the respondent from providing resumes and clearly responding to requirements that invite list-based responses.	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
433	Attachment 05 - Bidder Response Worksheet	General	Are there page or character limits for any part of the RFP Response?	There is no word, character, or page limit for Bidder responses.
434	Attachment 05 - Bidder Response Worksheet	General	In the "Click or tap here to enter text." response boxes (technically speaking, content control), the box disallows insertion of graphics or formatting of text (bullets, headings, bolded, italic, underline, etc.). Is it desirable for evaluation to have a text-only response, or is insertion of content "directly below each question or prompt" acceptable outside of the content control box?	Individual graphics with direct reference to Attachment 5, questions A.2.a and A.2.b, are permitted as separate attachments. Each graphic must be clearly labeled and referenced in the applicable response.
435	Attachment 05 - Bidder Response Worksheet	General	Is the Lead State looking for respondents to submit only one Attachment 05, or can respondents submit separate Attachment 05's for each category they are responding for?	Bidder should use one (1) Attachment 5 *Bidder Response Worksheet* to respond to all categories and Lots.
436	Attachment 05 - Bidder Response Worksheet	General	Will NYS OGS accept supplemental PowerPoints for representative graphics outside of the Bidder Response Worksheet?	Individual graphics with direct reference to Attachment 5, questions A.2.a and A.2.b, are permitted as separate attachments. Each graphic must be clearly labeled and referenced in the applicable response.
437	Attachment 05 - Bidder Response Worksheet	General	Is it acceptable to remove content control from the text boxes so as to format and make our response easier to read and understand?	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
438	Attachment 05 - Bidder Response Worksheet	I Response to Mandatory Minimum Requirements	There are no Yes/No check boxes under Item I.A. Should there be?	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
439	Attachment 05 - Bidder Response Worksheet	I Response to Mandatory Minimum Requirements	Would you like us to add Yes and No checkboxes after item A?	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
440	Attachment 05 - Bidder Response Worksheet	II Proposal Category Selection	May awarded vendors modify their contract in subsequent years to add a category(ies)?	No, this is a competitive Solicitation awarded based on Best Value to the highest scoring Bidders. Bidders will be awarded within both lots and within each of the six different categories, resulting in up to 66 Master Agreements.
441	Attachment 05 - Bidder Response Worksheet	II. Proposal Category Selection	When proposing multiple categories within a single lot, should bidders submit one consolidated proposal that includes category-specific responses for each selected category, or separate proposals for each category?	Bidder should use one (1) Attachment 5 *Bidder Response Worksheet* to respond to all categories and Lots.
442	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	If submitting for multiple categories, does the proposed lead and proposed resources need to be unique resources for each category or can multiple categories have the same proposed lead and resources?	Each Master Agreement will only have one (1) proposed lead, covering all categories. The proposed resources may be used for more than one (1) category. Bidders have the sole responsibility to ensure that the resources and project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
443	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Will vendors who select multiple categories have each category reviewed individually or will they be considered as a whole? Will it be possible for vendors who submit for multiple categories to be awarded only a partial number of categories (submitted for 5 categories and receive 3 awards, for example), or will awards be for all categories or no categories?	Each category will be reviewed independently from other categories. Bidders may not be awarded for all categories submitted with their bid.
444	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Will the scope of work points be allocated based on the overall breadth, depth, and completeness of coverage across the identified sub categories in the scope of work, or will there be further scoring criteria that is used to allocate the 20 points for Scope of Work. If the latter, could the scoring criteria be shared?	NYS OGS respectfully declines to share additional scoring criteria beyond what is outlined in Attachment 5a RFP Evaluation Plan. Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
445	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Does the State have a specific definition of "National Coverage" and "State Coverage" that bidders will be scored against?	Bidders will be scored on their identified ability to deliver services to NYS Regions and / or U.S. states and territories.
446	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	If submitting for multiple categories, do the two project examples need to be unique between each category, or can project examples be used for 2 or more categories?	Each project may only be submitted for one (1) category. Per Attachment 5 *Bidder Response Worksheet* , Section III.A.1, Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). However, the same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
447	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Can OGS provide additional guidance on how Client Retention Rate should be calculated and presented? Specifically, would the State value indications of long-term client relationships, repeat engagements over time, and expansion of services across multiple projects or functional areas as part of demonstrating retention?	Bidder may utilize any methodology that it feels sufficiently provides evidence of Client Retention Rate. Bidder's response should include a brief explanation of the methodology.
448	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Because awards are made by lot and by category, can OGS confirm whether project examples and staffing in Attachment 5 are evaluated solely within each selected category, or also for breadth across the overall consulting portfolio? Additionally, if a project spans multiple categories, may the same project be used in more than one category response, or must each category include two distinct project examples?	Project examples will be evaluated for the category identified in the Bidder's response in Attachment 5, section III.A.1. Staffing is also evaluated by category, per section III.B.3: "Bidders proposing multiple categories shall provide a sample project team for each category." Per Attachment 5, Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6).
449	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Please clarify whether bidders may utilize offshore resources under this Solicitation and any resulting Master Agreement. Specifically, is the use of offshore resources generally permitted at the Master Agreement level, with any geographic restrictions (e.g., data residency requirements or prohibitions related to State Data) defined by individual Participating Entities through their Participating Addendums or at the SOW/mini-bid level?	Offshore/nearshore resources may be permitted at the discretion of the end User and allowed by their Statement of Work on the secondary competition level. All pricing submitted within Attachment 06 *Cost Proposal* is not-to-exceed pricing and should be based upon on-shore resource costs.
450	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Are bidders meant to submit part III. Response to Technical Criteria (parts A-G) for each category for which they are submitting a bid?	Bidders shall provide one (1) Attachment 5 *Bidder Response Worksheet* . Bidders may copy and paste additional forms for question III.A.1 to meet the number of projects they are required to complete. Bidder shall respond to all other Attachment 5 Bidder Response Worksheet questions in the space provided.
451	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Are bidders meant to copy and paste parts A-G of the III. Response to Technical Criteria for each category under which they are submitted a bid and submit all of this as part of the Bidder Response Worksheet?	Bidders may copy and paste additional forms for question III.A.1 to meet the number of projects they are required to complete. Bidder shall respond to all other Attachment 5 *Bidder Response Worksheet* questions in the space provided.
452	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Are there character limits to responses that go in the "click or tap here to enter text" boxes?	No. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
453	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Can graphics be included with the responses that go in the "click or tap here to enter text" boxes?	Individual graphics with direct reference to Attachment 5, questions A.2.a and A.2.b, are permitted as separate attachments. Each graphic must be clearly labeled and referenced in the applicable response.
454	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	If a bidder wants to bid on both lots (WMBE and Cooperative) in a given category, would two project examples be needed, or four?	The same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes
455	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	To apply for categories as WMBE, what is considered acceptable certification (i.e. if our firm is certified in a state other than NY as a WMBE, is that sufficient)?	Per Solicitation Section 2 *Bidder Qualifications* : For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB.
456	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Our customer satisfaction metrics are proprietary and individualized for our clients. Can we provide a summary of our process and overall results in response to question 2.b?	Bidder may provide formal survey results, scorecards, or performance evaluations (e.g., KPIs, SLAs, report cards, Net Promoter Score, Customer Satisfaction Score (CSAT), or other industry-recognized metrics) that it feels sufficiently provides evidence of its performance ratings.
457	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criteria	Can the same project be used in references to multiple categories where the scope of work included workstreams that meet criteria across all categories being responded to?	Each project may only be submitted for one (1) category. Per Attachment 5 *Bidder Response Worksheet* , Section III.A.1, Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). However, the same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
458	Attachment 05 - Bidder Response Worksheet	III Response to Technical Criterial	Are respondents required to type into the response text boxes provided within Attachment 5: Bidder Response Worksheet, or can we type directly into the Word document to allow for text formatting and better readability?	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
459	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities	Given the Services Requested are for business consulting as opposed to product sales, how should respondents demonstrate customer satisfaction beyond project references?	Additional Bidder input fields to demonstrate customer satisfaction are provided in Attachment 5 *Bidder Response Worksheet* Questions III.A.2a and III.A.2b.
460	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities	Can more than two project examples be included per category?	Bidder should only provide two (2) projects per category per Lot being proposed that are directly related to the proposed category and occurred within the past five (5) years. Additional examples will not be evaluated.
461	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities	For a Bidder acting as Prime in Lot 1 and a Subcontractor to a different Prime in Lot 2, is there any restriction on using the same project examples to demonstrate competence in both submissions, provided the roles and responsibilities are accurately described?	Bidder shall have the burden of demonstrating to the satisfaction of NYS OGS that it can perform the work required as the prime contractor by submitting its own required project examples.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
462	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities	If a Bidder is proposing in multiple consulting categories, can the same project example be used for more than one category if the scope of work significantly encompassed both areas (e.g., a project covering both Strategic Planning and Change Management)?	Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). The same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
463	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities	Regarding the project examples submitted under the Consulting categories, does the State have a preference for specific types of deliverables highlighted within this category? For example, under the Management & Operational Category, would examples of Change Management work completed be viewed more favorably than Strategic Planning examples, or is there no preference as long as the work falls within the category's scope?	There is no preference as long as the project example falls within the category's scope.
464	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities	Are commercial/private sector or federal project references acceptable?	As specified in Solicitation Section 2 - Bidder Qualifications, subsection A, "...(Bidders) shall provide two (2) examples of projects delivered to public entities." Public entity is defined by NYS State Finance Law Section 163.
465	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities III.B Scope of Work	Are HR engagements expected to focus primarily on assessment and recommendations, or may SOWs include implementation support when it remains advisory in nature?	HR engagements may include services under any subcategories outlined in Attachment 1 *Scope of Work,* section III.1.C Human Resources & Workforce Development Consulting.
466	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities III.B Scope of Work	For required HR & Workforce Development project examples, should vendors prioritize statewide or multi agency initiatives, or are agency level and municipal engagements acceptable?	Bidders may provide any project examples that they feel best demonstrate their experience in the applicable category.
467	Attachment 05 - Bidder Response Worksheet	III.A Experience, Qualifications, & Capabilities III.B Scope of Work	Are staff augmentation or embedded advisory roles considered in scope when positioned as advisory services rather than operational backfill?	This solicitation is not intended to be used for staff augmentation or embedded advisory roles.
468	Attachment 05 - Bidder Response Worksheet	III.A.1 Experience, Qualifications, & Capabilities	Can bidders use the same reference across categories?	Each project may only be submitted for one (1) category. Per Attachment 5 *Bidder Response Worksheet* , Section III.A.1, Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). However, the same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
469	Attachment 05 - Bidder Response Worksheet	III.A.1 Experience, Qualifications, & Capabilities	For the Project examples, will OGS accept attachments of sample work products to demonstrate the relevance of the project?	Use of the form in Attachment 5 *Bidder Response Worksheet* is required to complete this question.
470	Attachment 05 - Bidder Response Worksheet	III.A.1 Experience, Qualifications, & Capabilities	Can a project be used for more than one category, when applicable?	Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). The same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
471	Attachment 05 - Bidder Response Worksheet	III.A.1 Experience, Qualifications, & Capabilities	Can these be the same projects as submitted in response to RFP §2, Bidder Qualifications?	The projects submitted in Attachment 05 - Bidder Response Worksheet III.A.1 are the same projects being referred to in Solicitation Section 2 Bidder Qualifications A.
472	Attachment 05 - Bidder Response Worksheet	III.A.1 Experience, Qualifications, & Capabilities	Can a single project example be used to meet the experience requirements for multiple proposed categories, provided the project is relevant to each category, or must each category be supported by distinct project examples?	Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). The same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
473	Attachment 05 - Bidder Response Worksheet	III.A.1 Experience, Qualifications, & Capabilities	If one project is directly relevant to more than one proposed category, may the same project example be used under multiple categories if the Bidder provides a category-specific description of relevance, work performed, and outcomes?	Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6). The same projects may be used to demonstrate experience in the same category in both Lots (e.g., the same project may be used as a project for Digital Operations in Lot 1 and Digital Operations in Lot 2). Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
474	Attachment 05 - Bidder Response Worksheet	III.A.1 Experience, Qualifications, & Capabilities	May vendors provide 2 project references per sub-category? (for example, under Human Resources & Workforce Development Consulting, may we provide 1-2 examples for Talent Management and 1-2 examples for Professional Development & Training)	Bidder should only provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
475	Attachment 05 - Bidder Response Worksheet	III.A.2	The areas labeled “Click or tap here to enter text” appear to be restricted and create approximately two-inch margins on the left side of the page. Can you please confirm whether bidders are expected to restrict their responses within the provided text areas, or if the text boxes may be removed so responses can be completed directly in Word using standard one-inch margins?	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
476	Attachment 05 - Bidder Response Worksheet	III.A.2 Experience, Qualifications, & Capabilities	Please confirm that evidence of customer satisfaction is requested for the bidding organization as a whole.	NYS OGS confirms that evidence of customer satisfaction is for the Bidding organization as a whole.
477	Attachment 05 - Bidder Response Worksheet	III.A.2.a Experience, Qualifications, & Capabilities	For the client retention rate over the past three (3) years, for vendors with federal government customers will NYS accept methodology that takes into consideration the mass cancellation of federal contracts in 2025?	Bidders should provide a calculated retention rate over the past three (3) years, along with a brief explanation of methodology. Any consideration of contract cancellations will be considered as part of the explanation, not as part of the rate.
478	Attachment 05 - Bidder Response Worksheet	III.A.2.a, III.A.2.b Experience, Qualifications, & Capabilities	Should respondents provide answers to overall customer satisfaction and client retention rate or provide customer satisfaction and client retention rates per category?	Respondents shall provide answers to overall customer satisfaction and client retention rate, not by individual category.
479	Attachment 05 - Bidder Response Worksheet	III.A.2.b Experience, Qualifications, & Capabilities	Regarding the Vendor Performance Ratings Requirement: Many of our clients do not provide standardized evaluation criteria or scores. Would NYS accept letters of reference and other documentation illustrating performance from our clients?	Bidder shall provide formal survey results, scorecards, or performance evaluations (e.g., KPIs, SLAs, report cards, Net Promoter Score, Customer Satisfaction Score (CSAT), or other industry-recognized metrics). Bidder may provide additional explanation if needed in the text box provided in question III.A.2.b.
480	Attachment 05 - Bidder Response Worksheet	III.A.2.b Experience, Qualifications, & Capabilities	For the Vendor performance ratings may we describe results across a broader customer base beyond the project reference examples in A.1.?	Yes.
481	Attachment 05 - Bidder Response Worksheet	III.A.2.b Vendor Performance Ratings	Must the entities be the same ones whose projects were used for the bidder qualification section?	Bidder may provide formal survey results, scorecards, or performance evaluations (e.g., KPIs, SLAs, report cards, Net Promoter Score, Customer Satisfaction Score (CSAT), or other industry-recognized metrics) from any of its customers, not just the ones referenced in the project examples.
482	Attachment 05 - Bidder Response Worksheet	III.B Scope of Work	For bidders proposing under multiple categories, should Section B, Scope of Work be submitted as one combined response or as a separate response per category?	Bidders shall provide one (1) combined response to questions in section III.B for any category, or categories, being proposed.
483	Attachment 05 - Bidder Response Worksheet	III.B Scope of Work	May subcontractor personnel be included in sample project teams, and if so, will their experience be evaluated equivalently to that of the prime contractor?	Subcontractor personnel may not be included in the sample project team(s) provided on Attachment 5 *Bidder Response Worksheet*.
484	Attachment 05 - Bidder Response Worksheet	III.B Scope of Work	Section III.3.D outlines expected staffing roles for project teams. Can OGS confirm whether these roles must be fulfilled by employees of the prime bidder, or whether subcontractor personnel may also be included? If subcontractors are permitted, can bidders include them in sample staffing plans provided that their roles and affiliations are clearly identified?	The sample staffing plan provided in a Bid must be fulfilled by employees of the Bidder. Subcontractors may be used to fulfilled specific User Statements of Work.
485	Attachment 05 - Bidder Response Worksheet	III.B Scope of Work	Appendix C-AI appears to govern AI systems that are deployed for the State, interact with citizens, or are delivered as part of the solution. Can the State confirm that standard, internally governed enterprise productivity tools used by Contractor staff (e.g., AI-assisted drafting or internal analytics tools) do not require individual pre-approval, provided all data security requirements are met and no sensitive State data is used in public/open-source models? Additionally, can OGS confirm whether the use of such AI tools will be considered as part of evaluation and scoring in the Bidder Response Worksheet?	Appendix C-AI is intended to apply only to technology services provided to the State. It does not govern internal AI use by vendors or contractors. Use of AI tools will not be considered in the evaluation and scoring.
486	Attachment 05 - Bidder Response Worksheet	III.B Scope of Work	In response to Attachment 5, III. B. Scope of Work, questions #1 - 4, can the bidder respond with project examples other than the two projects used to respond to Attachment 5, III. A Experience, Qualifications & Capabilities?	Yes.
487	Attachment 05 - Bidder Response Worksheet	III.B Scope of Work	When answering questions 1-4 in this section, are bidders to provide separate answers for each category we are bidding, or are the answers supposed to be general across all categories being bid for?	Bidders shall provide one (1) response to each question that addresses any category, or categories, being proposed.
488	Attachment 05 - Bidder Response Worksheet	III.B Scope of Work	Should the Bidder repeat questions B.1 and B.2 if proposing multiple categories?	Bidders shall provide one (1) response to each question that addresses any category, or categories, being proposed.
489	Attachment 05 - Bidder Response Worksheet	III.B.1 Scope of Work	Would the master agreement objectives that we are asked to speak to be the paragraph listed under each category within attachment 1 scope of work?	The Master Agreement Objectives are listed in Attachment 1 *Scope of Work* , section II.
490	Attachment 05 - Bidder Response Worksheet	III.B.2 Scope of Work	Can OGS clarify its definition of "deliverables" in this question?	The Master Agreement Deliverables are listed in Attachment 1 *Scope of Work* , section III, and include the descriptions listed under each category and sub-category.
491	Attachment 05 - Bidder Response Worksheet	III.B.2 Scope of Work	What does OGS consider acceptable "evidence" of a bidder's ability to provide deliverables?	NYS OGS does not have a preferred type of evidence. Bidders have the sole responsibility to ensure that their responses in Attachment 5 demonstrate relevance to the deliverables and Bidder's ability to fulfill the deliverables.
492	Attachment 05 - Bidder Response Worksheet	III.B.2 Scope of Work	How should bidders provide "evidence of your ability to provide the Deliverables identified in the Scope of Work" (e.g., should we include sample deliverables in an Appendix)?	NYS OGS does not have a preferred type of evidence. Bidders have the sole responsibility to ensure that their responses in Attachment 5 demonstrate relevance to the deliverables and Bidder's ability to fulfill the deliverables. Bidder shall incorporate their explanation into the space provided in Attachment 5.
493	Attachment 05 - Bidder Response Worksheet	III.B.2 Scope of Work	Would the deliverables that we are asked to speak to be the examples listed under each category within attachment 1 scope of work?	The Master Agreement Deliverables are listed in Attachment 1 *Scope of Work* , section III, and include the descriptions listed under each category and sub-category.
494	Attachment 05 - Bidder Response Worksheet	III.B.2 Scope of Work	What is the preferred evidence of the bidder's ability to provide the deliverables identified in the Scope of Work?	NYS OGS does not have a preferred type of evidence. Bidders have the sole responsibility to ensure that their responses in Attachment 5 demonstrate relevance to the deliverables and Bidder's ability to fulfill the deliverables.
495	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	In addition to the MWBE utilization plan, where and how should sub-consultant information be included in the bidder response worksheet?	Bidders may include Subcontractors and the capacity that they will be used within Attachment 14 *Contractor and Reseller Distributor Information Sheet*.
496	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Given the multiple types of projects that could be procured under each category, can more than one sample team and project scenario be submitted?	Bidders proposing multiple categories shall provide a sample project team for each category.
497	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Will the government permit submission of resumes as a separate attachment or as an appendix to the bidder response worksheet to improve readability and formatting?	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
498	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	The Bidder Response Worksheet asks for a sample project team "including names, positions and resumes." Does this require committed, named personnel who would be assigned to actual engagements under the contract, or is a representative/illustrative team with sample resumes acceptable for proposal purposes?	Personnel named in the sample project team should be current employees of the Bidder who may be able to participate in secondary competition engagements with Purchasing Entities. Team member participation may be adjusted during secondary competition to best fit the Purchasing Entity's needs.
499	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	In adhering with the requirements for submission, how does OGS want vendors to provide resumes for Question B.3 Are resume attachments acceptable?	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
500	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Please clarify if bidders are meant to provide resumes for the sample project team within the Bidder Response Worksheet or if these may be submitted separately.	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
501	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Is there a minimum or maximum number of project team members that the bidder should include with the Bidder Response Worksheet?	While there is no minimum or maximum number of project team members, Bidder shall provide a sample project team made up of roles identified in Attachment 1, section III.3.D.
502	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Section B. Scope of Work, Item 3 notes to include full resumes for all project team roles. Can full resumes for everyone be attached separately as one document containing all resumes given that it would be difficult to include all 42 resumes (7 required roles for each of the 6 service categories) within the text box provided?	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
503	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	For some of the scope categories that are industry-agnostic (e.g., Management & Operational Consulting, Legal & Compliance), what is your guidance for providing a project team sample?	Bidders shall provide a sample project team that demonstrates its offerings in the applicable category.
504	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Please clarify whether the sample project team must include all roles identified in Attachment 01, Section III.D, or only those roles the bidder anticipates utilizing for the proposed work.	While there is no minimum or maximum number of project team members, Bidder shall provide a sample project team made up of roles identified in Attachment 1, section III.3.D.
505	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Attachment 05 requests a sample project team with names, positions, and resumes for each proposed category. Please confirm whether the named individuals are considered binding commitments for future engagements, or whether they are sample resources that may be substituted with equivalent qualified personnel at the SOW/mini-bid stage.	Personnel named in the sample project team should be current employees of the Bidder who may be able to participate in secondary competition engagements with Purchasing Entities. Team member participation may be adjusted during secondary competition to best fit the Purchasing Entity's needs.
506	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Please confirm whether Bidders must provide resumes for every role listed in Attachment 01, Section III.3.D, or only for the roles included in the Bidder's proposed sample project team.	Bidder must provide resumes for the roles included in the Bidder's proposed sample project team.
507	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Is there a required resume format, page limit, or maximum number of resumes that may be submitted with the Bidder Response Worksheet?	No, there are no restrictions on resume format or length.
508	Attachment 05 - Bidder Response Worksheet	III.B.3 Scope of Work	Can resumes be attached as an appendix or submitted as a separate file, or must they be embedded in the form?	Resumes should be submitted as separate attachments. Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
509	Attachment 05 - Bidder Response Worksheet	III.B.4 Scope of Work	Attachment 05 asks Bidders to describe any artificial intelligence technologies used in performance of the Master Agreement. Please clarify whether internal productivity tools used only for administrative support, document review, or proposal preparation must be disclosed, or whether disclosure is required only for AI tools used in direct service delivery to the State or Purchasing Entities.	This question is intended to apply only to technology services used in performance of the contract. It does not cover internal AI use by vendors or contractors.
510	Attachment 05 - Bidder Response Worksheet	III.C New York State Coverage (MWBE and SDVOB Lot Only)	For the MWBE & SDVOB Lot, must a Bidder be able to provide services in all eleven New York State regions, or may the Bidder identify partial regional coverage and describe plans to support currently unserved regions?	The Bidder may identify partial regional coverage and describe plans to support currently unserved regions in Attachment 5, section III.C.2.
511	Attachment 05 - Bidder Response Worksheet	III.D National Coverage (Cooperative Lot Only)	If a firm is not bidding on any Cooperative Lot categories, they would not complete Section D, correct?	Yes.
512	Attachment 05 - Bidder Response Worksheet	III.D National Coverage (Cooperative Lot Only)	For the Cooperative Lot, is a Bidder required to provide services in all 50 states, three territories, and the District of Columbia to be responsive, or may the Bidder identify only the states/territories where it is currently able and willing to provide services and describe future expansion plans?	The Bidder may identify the states/territories where it is currently able and willing to provide services and describe future expansion plans.
513	Attachment 05 - Bidder Response Worksheet	III.D.1 National Coverage (Cooperative Lot Only)	May vendors indicate being able and willing to provide services for a state in which they are not yet registered to do business?	Bidder should indicate, in Attachment 5 - Bidder Response Worksheet, which NYS Regions and/or States and Territories it is able and willing to provide services to at the time of the Bid submission. Bidders should use Attachment 5 - Bidder Response Worksheet question III.C.2 and III.D.2 to describe future plans to serve additional locations.
514	Attachment 05 - Bidder Response Worksheet	III.E Quality Assurance and Service Delivery	Can NYS please clarify who is considered a "customer" under Quality Assurance and Service Delivery?	Any end user of a Bidding entities services
515	Attachment 05 - Bidder Response Worksheet	III.E.3 Quality Assurance & Service Delivery	Is this question repetitive to the questions in Section III. A.2?	The questions in Section III.A.2 ask for detailed evidence of customer satisfaction. The question in Section III.E.3 asks the Bidder to explain how it assesses that customer satisfaction.
516	Attachment 05 - Bidder Response Worksheet	III.F.1 Technology	Do the tools referenced in this section refer to our internal project management tools, or to the tools and platforms that our clients engage us to support?	Question III.F.1 refers to tools, software, applications, or other specialized instruments that a Bidder will use in their delivery of services, including as part of their internal project management tools.
517	Attachment 05 - Bidder Response Worksheet	III.G Implementation and Promotion of the NASPO ValuePoint Master Agreement	How does the evaluation team score responses from bidders who are entering the cooperative market for the first time and do not have existing cooperative contracts?	Bidder responses to Section III.G are not included in the Technical Evaluation score as outlined in Attachment 5a *RFP Evaluation Plan.*
518	Attachment 05 - Bidder Response Worksheet	III.G Implementation and Promotion of the NASPO ValuePoint Master Agreement	Attachment 05 asks bidders to describe features of the dedicated website they will be setting up for the Master Agreement. Is this website a submission-day commitment or a post-award implementation deliverable? If post-award, what is the expected implementation timeline?	Awarded Bidders will be expected to work in good faith, post-award, to establish the website.
519	Attachment 05 - Bidder Response Worksheet	III.G Implementation and Promotion of the NASPO ValuePoint Master Agreement	Please clarify if bidders are being evaluated on their responses to the questions in section G of the Bidder Response Worksheet.	Bidder responses to Section III.G are not included in the Technical Evaluation score as outlined in Attachment 5a *RFP Evaluation Plan.*
520	Attachment 05 - Bidder Response Worksheet	III.G Implementation and Promotion of the NASPO ValuePoint Master Agreement	Can OGS please define how this section will be evaluated as part of the RFP Evaluation Plan?	Bidder responses to Section III.G are not included in the Technical Evaluation score as outlined in Attachment 5a *RFP Evaluation Plan.*
521	Attachment 05 - Bidder Response Worksheet	III.G Implementation and Promotion of the NASPO ValuePoint Master Agreement	Are the items identified in Section III(G) of Attachment 05 evaluated as part of the Technical Criteria scoring described in Attachment 05a, RFP Evaluation Plan? If yes, please confirm under which technical criterion (Experience, Qualifications, and Capabilities; Scope of Work; National or State Coverage; Quality Assurance and Service Delivery; or Technology) these items are scored. If these items are not part of the technical scoring, please clarify how bidder responses to Section III(G) will be used in the evaluation.	Bidder responses to Section III.G are not included in the Technical Evaluation score as outlined in Attachment 5a *RFP Evaluation Plan.*
522	Attachment 05 - Bidder Response Worksheet	III.G Implementation and Promotion of the NASPO ValuePoint Master Agreement	Do all sub-items under item G apply to Lot 1, including expectation of a dedicated website?	If a Bidder awarded under this lot elects to make their awarded Master Agreement available for use through the NASPO ValuePoint cooperative program, then the sub-items in section III.G apply to their Lot 1 award.
523	Attachment 05 - Bidder Response Worksheet	III.G.4 Implementation and Promotion of the NASPO ValuePoint Master Agreement	Is a dedicated website with pricing required given the procurement is for business services?	Yes. Per Attachment 2 *Sample Master Agreement* Section VI.4.2: Upon request by NASPO ValuePoint, Contractor shall, as Participating Addenda are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.
524	Attachment 05 - Bidder Response Worksheet	III.G.4 Implementation and Promotion of the NASPO ValuePoint Master Agreement	We are asked to describe the features of the dedicated website we will set up. Please provide more detail on pricing requirements, as selling services is vastly different from selling products.	Features of the dedicated website, including price lists, will be required as needed for each Participating Entity.
525	Attachment 05 - Bidder Response Worksheet	Question #1	Can OGS clarify how disclosure of AI use in proposal development will be evaluated?	Bidder shall not use AI in their bid submission.
526	Attachment 05 - Bidder Response Worksheet	Sections I & II	How does a bidder qualify for the Cooperative Lot?	Any Bidder is able to submit a proposal under the cooperative lot.
527	Attachment 05 - Bidder Response Worksheet / Attachment 1 - Scope of Work	General	The response boxes in Attachment 05 appear to restrict standard Word functionality, including formatting, expanding fields, and inserting graphics. Would the State consider reissuing the worksheet in a format that allows for these basic functions, or confirm whether bidders may unlock or otherwise modify the response boxes to allow for more formatting and the insertion of graphics, so long as the original structure, question numbering, and content order are preserved?	Bidder must submit response on the revised Attachment 5 *Bidder Response Worksheet* posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities
528	Attachment 05 - Bidder Response Worksheet / Attachment 1 - Scope of Work	III.B.2 Scope of Work / III Master Agreement Deliverables	Are the "Deliverables" referenced in Attachment 05 Section III.B.2 the subcategories/services and expected deliverables in the Scope of Work Section III (e.g., Strategic Planning, Change Management, Business Process Management), are there other deliverables that OGS is expecting?	The Master Agreement Deliverables are listed in Attachment 1 *Scope of Work* , section III, and include the descriptions listed under each category and sub-category.
529	Attachment 05 - Bidder Response Worksheet / Attachment 1 - Scope of Work	III.B.2 Scope of Work / III Master Agreement Deliverables	Are bidders able to provide appendices to Attachment 5 and/or links to external documents, for example, providing sample deliverables and/or other supporting materials (e.g., Infosec documentation)?	Bidders shall include all response information in the space provided in Attachment unless otherwise noted on the attachment. Bidder must submit response on the revised Attachment 5 Bidder Response Worksheet posted online at the NYS OGS website: https://ogs.ny.gov/procurement/bid-opportunities

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530	Attachment 05a - RFP Evaluation Plan	Award Selection	Can contractors be awarded on multiple categories?	Yes. Bidders may be awarded in multiple categories in either Lot. The highest scoring Bidder within each Lot and Category will be Awarded. Please also refer to Solicitation Section 5.B.1.
531	Attachment 05a - RFP Evaluation Plan	Award Selection	Award Selection, p.3: Does the note stating, "The Lead State and the Multistate Sourcing Team reserve the right to issue more awards than identified above…" refer to both Lot 1 and Lot 2?	Yes.
532	Attachment 05a - RFP Evaluation Plan	General	Attachment 05a states bidders must earn "a minimum of sixty (60) points combined from the Technical Criteria Evaluation and Cost Evaluation" to receive an award. This is a hard floor that did not appear in the base solicitation. Not a question, but worth flagging to the proposal team.	NYS OGS acknowledges.
533	Attachment 05a - RFP Evaluation Plan	General	Attachment 05a states NASPO ValuePoint may remove a Lot 1 agreement from the cooperative program if utilization does not warrant continued cooperative administration after two years. Please clarify: (a) what utilization metric or threshold NASPO ValuePoint applies; (b) whether this determination is made at the category level or at the overall agreement level; and (c) confirm that removal from the NASPO ValuePoint cooperative program does not affect the Contractor's rights under the NYS Master Agreement or any task orders already in execution.	(a) Generally this would be sales related but other factors may be in consideration. (b)This determination would be made on a the Supplier level, not specific to a Category or Lot. (c) NYS OGS Confirms, removal from the NASPO Valuepoint cooperative program does not affect the Contractor's rights under the NYS Master Agreement or any task orders already in execution.
534	Attachment 05a - RFP Evaluation Plan	Stage 2: Mandatory Minimum Requirements Evaluation	For bidders proposing in multiple categories, can a single proposed lead cover all proposed categories, or is a separate lead with 5+ years of public-sector experience required for each category?	Per Attachment 1 *Scope of Work* , section III.3.C, one (1) proposed lead will be assigned to the cooperative agreement resulting from this RFP, encompassing all categories.
535	Attachment 05a - RFP Evaluation Plan	Stage 2: Mandatory Minimum Requirements Evaluation	If a single project legitimately spans two categories, can it be cited as a project example in both, or must each category have two distinct projects?	Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6).
536	Attachment 05a - RFP Evaluation Plan	Stage 2: Mandatory Minimum Requirements Evaluation	For the project examples, must the bidder have been the prime contractor of record, or are engagements where the bidder served as a subcontractor acceptable as past performance?	Bidder must submit project examples that demonstrate their capabilities as a prime contractor.
537	Attachment 05a - RFP Evaluation Plan	Stage 2: Mandatory Minimum Requirements Evaluation	How will the State evaluate team-based experience (prime contractor and subcontractors) versus prime-only experience?	When reviewing the Mandatory Minimum requirements, the state will not consider any team-based experience. The Mandatory Minimum Requirements but be met by the prime Bidder.
538	Attachment 05a - RFP Evaluation Plan	Stage 2: Mandatory Minimum Requirements Evaluation	Please confirm that the requirement for two (2) project examples per category represents a minimum, and that bidders may submit additional project examples per category to further demonstrate experience, qualifications, and capabilities.	Bidder should only provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years.
539	Attachment 05a - RFP Evaluation Plan	Stage 2: Mandatory Minimum Requirements Evaluation	Please confirm that, since each category will be evaluated and awarded independently, project experience submitted may not span multiple categories and must be specific to each proposed category.	Bidders are to provide two (2) projects per category being proposed that are directly related to the proposed category and occurred within the past five (5) years. This means that a Bidder who has proposed all 6 categories, within one lot, will need to provide a total of twelve (12) project examples and a Bidder who has proposed three (3) categories will need to provide six (6).
540	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	For bidders demonstrating national coverage through teaming partners, subcontractors, or remote delivery rather than physical office presence, will evaluators credit those approaches equally with traditional multi-state office footprints?	Bidders' physical office location will not impact their bid evaluation.
541	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Can OGS please provide descriptions of how each of the technical criteria (Experience, Qualifications, and Capabilities; Scope of Work; National Coverage, etc.) will be qualitatively assessed by evaluators?	NYS OGS respectfully declines to consider the proposed language.
542	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	National Coverage: What constitutes "national coverage" for evaluation purposes — ability to deploy resources nationally, or a documented delivery model? Does OGS expect evidence of prior multi-state delivery, or commitments about future capability?	Bidders will use Attachment 5 - Bidder Response Worksheet question III.D.1 to indicate the States and Territories that it is willing and able to provide the services required by the scope of this solicitation. Bidders will be awarded points on the breadth of their coverage. Additional points will be awarded for descriptions of future plans to serve those regions currently unserved by the Bidder.
543	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	In stage 3 of RFP evaluation plan, will the bidders' named teaming partners' capabilities be factored in to the bidder's overall scores for experience, qualifications, and capabilities, scope of work, national coverage, quality assurance & service delivery, and technology, OR will the named teaming partners not be considered for stage 3 evaluation, meaning the bidder's score will be based solely on their own firm's relevant information?	Per Section 2 Bidder Qualifications, the Bidder, as the prime contractor, shall have the burden of demonstrating to the satisfaction of NYS OGS that it can perform the work required. Per the revised Attachment 5 Bidder Response Worksheet, Bidders must have been the contracted entity for any project examples and/or experience, and must clearly demonstrate their role as the prime contractor and the role of any subcontractors.
544	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Can the State clarify how the Quality Assurance & Service Delivery criteria will be evaluated? Specifically, what processes, metrics, or evidence (e.g., QA frameworks, performance tracking, risk management) are expected to be included to meet this requirement?	NYS OGS respectfully declines to provide additional evaluation criteria. The RFP does not prescribe a specific framework, methodology, or set of metrics that Bidders must adopt, as the State recognizes that qualified consulting firms may employ varying approaches that are equally effective.
545	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Can the State clarify how the Technology evaluation criteria will be assessed? Specifically, what level of detail and types of capabilities (e.g., tools, platforms, data/analytics, security) are expected to be demonstrated in the response?	NYS OGS respectfully declines to provide additional evaluation criteria. The State evaluates Technology criteria based on the totality of each Bidder's proposal response and does not prescribe a specific set of tools, platforms, or capabilities that Bidders must demonstrate. The State recognizes that qualified consulting firms utilize a range of technology approaches and solutions that may differ in form while being equally responsive to client needs.
546	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	How will the technical criteria evaluation be separated across categories? For example, will each category be evaluated separately?	Each category will be evaluated separately.
547	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Beyond the stated evaluation criteria, are there any additional qualitative factors that will influence proposal evaluation?	No.
548	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Within the technical evaluation, how will experience, qualifications, and capabilities—along with national coverage—be differentiated? For example, will vendors with significantly more multi-state experience be scored more favorably than vendors that meet only the minimum requirements?	Bidders will be awarded points on the breadth of their coverage. Additional points will be awarded for descriptions of future plans to serve those regions currently unserved by the Bidder.
549	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Please clarify how evaluators will distinguish between the scoring areas of Scope of Work, Quality Assurance & Service Delivery, and Technology, and whether Bidders should organize Attachment 05 responses under those exact headings.	The scoring areas listed in Attachment 5A *RFP Evaluation Plan* correspond directly to the headers in Attachment 5 *Bidder Response Worksheet*.
550	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	The Cooperative Lot scoring indicates points for Experience, Qualifications, and Capabilities; Scope of Work; National Coverage; Quality Assurance & Service Delivery and Technology. How are point totals determined for each category?	NYS OGS respectfully declines to share additional scoring criteria beyond what is outlined in Attachment 5a RFP Evaluation Plan. Bidders have the sole responsibility to ensure that the project examples demonstrate the relevance to the applicable category by providing detail, work product, and/or outcomes.
551	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Experience, Qualifications, and Capabilities carries the highest weight at 25 of 70 Technical points. Please provide the sub-criteria or evaluation dimensions OGS will apply within this criterion; specifically, whether evaluators will distinguish between direct NYS agency experience, experience with comparable public entities in other jurisdictions, firm-level past performance, and individual consultant credentials.	NYS OGS respectfully declines to provide additional evaluation criteria. Demonstration of a Bidder's ability to provide services will be evaluated independently from a Bidder's ability to provide services in geographic location(s). Bidders will be evaluated on the project examples that were delivered to public entities. Individual consultants will not be evaluated separately from the bidding entity's experience.
552	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	Scope of Work is the second-highest weighted criterion at 20 points. Please clarify whether the Scope of Work evaluation assesses: (a) the breadth of subcategories a Bidder can cover within a proposed category; (b) the depth and methodology of the Bidder's approach to delivering services; (c) alignment between the Bidder's proposed approach and the specific subcategory descriptions in Attachment 01; or some combination of these dimensions.	NYS OGS respectfully declines to provide additional evaluation criteria.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
553	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation	The Technology criterion is worth 5 points on a business consulting vehicle. Please clarify what OGS is specifically evaluating: proprietary consulting methodologies and frameworks; platforms used in service delivery (e.g., project management, analytics, knowledge management tools); or demonstrated ability to leverage technology to improve consulting outcomes for public sector clients? Will AI-enabled consulting tools and responsible AI governance frameworks be evaluated favorably under this criterion?	NYS OGS respectfully declines to provide additional evaluation criteria.
554	Attachment 05a - RFP Evaluation Plan	Stage 3: Technical Criteria Evaluation / Award Methodology	Given the diversity of business consulting services, will the State consider establishing a minimum technical score threshold for award, rather than limiting awards to a fixed number of vendors (e.g., eight)? If not, how will the reserved right to award additional contracts be applied?	NYS OGS respectfully declines to make this change. NYS and NASPO reserved right will be applied at the best interest of the State and NASPO ValuePoint at their sole discretion.
555	Attachment 05a - RFP Evaluation Plan	Stage 4: Cost Evaluation	Does the Total Blended Hourly Rate evaluated in Stage 4 reflect a fixed staffing mix prescribed by OGS across the seven roles, or does the bidder propose its own mix of roles within the blend?	Per Attachment 06 - Cost Proposal, Bidder must provide a Regular Hourly Rate and Discount Percentage for all positions within the specific cost worksheet and category that applies to their proposal.
556	Attachment 05a - RFP Evaluation Plan / Attachment 1 - Scope of Work	Stage 2: Mandatory Minimum Requirements Evaluation / III.3.D Service Delivery & Assurance	Is there any prohibition on utilization of Canadian based resources in this contract?	No.
557	Attachment 06 - Cost Proposal	1. Instructions	Please clarify how the 'Total Blended Hourly Rate' in Attachment 06 should be calculated for bidders proposing multiple categories. Is a single blended rate submitted across all proposed categories, or is a separate blended rate submitted for each category?	The Total Blended Hourly Rate will automatically calculate in Attachment 6 *Cost Proposal* .
558	Attachment 06 - Cost Proposal	1. Instructions	In the Lot 1 Cost Worksheet, if a Bidder does not intend to use a specific resource role (e.g., Analyst) for a particular category, should the rate be left blank or entered as 0? How will a blank or 0 value impact the Total Blended Hourly Rate calculation and evaluation scoring?	Per Attachment 06 - Cost Proposal, Bidder must provide a Regular Hourly Rate and Discount Percentage for all positions within the specific cost worksheet and category that applies to their proposal. Failure to provide a rate for all listed positions will result in a reduction of the Bidder's cost evaluation score.
559	Attachment 06 - Cost Proposal	2. Summary Cost	The solicitation indicates that cost evaluation will be based on the blended rate across the submitted rate card. To demonstrate a more diverse representation of skillsets and experience for potential clients, while maintaining NYS's ability to evaluate proposals based on total blended hourly rates, would NYS consider proposals wherein offerors include additional rows for position titles within the cost worksheet?	NYS OGS will only accept the position titles listed in Attachment 6 *Cost Proposal.*
560	Attachment 06 - Cost Proposal	3. Cost Worksheets	Please confirm the Total Blended Hourly Rate is calculated as the simple average of the seven Net Hourly Rates, with each role weighted equally regardless of expected utilization.	Total Blended Hourly Rate is a simple average of the seven (7) Net Hourly Rates within each category.
561	Attachment 06 - Cost Proposal	3. Cost Worksheets	Will the consulting services procurements that result from the anticipated MSA be fixed price engagements, time and materials engagements, or both? If they are fixed price engagements, what pricing elements will be allowed outside of the MSA rates?	All engagements will be priced using the blended hourly rates proposed in the Bidders response to the Solicitation. The purchasing entity will determine how engagements will be priced through their Participating Addendum or individual orders.
562	Attachment 06 - Cost Proposal	3.1. Cost Worksheet (Lot 2 Coop)	May vendors provide equivalent Position Titles with a crosswalk if the titles provided are not a 1-1 match for our position titles, and add additional position titles and delete non-applicable position titles?	NYS OGS will only accept the position titles listed in Attachment 6 *Cost Proposal.*
563	Attachment 06 - Cost Proposal	3.1. Cost Worksheet (Lot 2 Coop)	Where may vendors show pricing for fixed price items such as course tuition?	Bidder's proposed pricing must be inclusive of all fees and charges, including but not limited to fees or charges for shipping, delivery, credit card payments, and personnel.
564	Attachment 06 - Cost Proposal	3.1. Cost Worksheet (Lot 2 Coop)	When Purchasing Entities approve travel under their own travel policies, should travel costs be excluded from Attachment 06 pricing and treated strictly as reimbursable at task order/SOW level?	Please refer to Attachment 1 - Scope Section III.2.D Travel shall only occur at the direction, and approval, of the Purchasing Entity. If travel is approved, it shall be under the Purchasing Entity's applicable travel policies, regulations, and/or statutes.
565	Attachment 06 - Cost Proposal	3.1. Cost Worksheet (Lot 2 Coop)	Since project-level SOW pricing may be Firm Fixed Price, Retainer, or Milestone-Based depending on Purchasing Entity preference, should Attachment 06 pricing reflect fully loaded labor rates only, sample blended rates, or standardized pricing assumptions for anticipated engagement models?	Proposed costs submitted using Attachment 6 *Cost Proposal* will be incorporated into a Master Agreement resulting from this Solicitation and represent not-to-exceed pricing and minimum discounts, where applicable. Pricing offered to Participating Entities and Purchasing Entities must be no higher than pricing set forth in the Master Agreement.
566	Attachment 06 - Cost Proposal	General	Could the State please provide the specific formula used to calculate the "Total Blended Hourly Rate" in the Cost Worksheets? The worksheet indicates this is an automatic calculation, but it is unclear if it is a simple average of the seven listed roles or a weighted average. If it is a weighted average, what are the specific utilization weights for each labor category?	Total Blended Hourly Rate is a simple average of the seven (7) Net Hourly Rates within each category.
567	Attachment 06 - Cost Proposal	General	Can the State confirm that Lot 1 is intended for only MWBE & SDVOB to respond? If so, can the State also confirm that vendors responding as part of Lot 2 should leave the Lot 1 pricing tables blank in the cost worksheet?	Lot 1 is intended for NYS certified MWBE and NYS certified SDVOB responses. Bidders not proposing on Lot 1 should leave the Lot 1 input fields blank.
568	Attachment 06 - Cost Proposal	General	Given that the cost proposal applies to the Master Agreement and all resulting Participating Addendums should bidders responding to Lot 2 (cooperative) include an assumed 30% MWBE participation even though that 30% MWBE requirement is a New York only requirement?	Yes, the 30% MWBE participation goal applies to both Lot 1 and Lot 2.
569	Attachment 06 - Cost Proposal	General	The cost evaluation is based on a Total Blended Hourly Rate. Should this blended rate reflect a weighted average across all seven staffing roles defined in the Scope of Work and if so does the State have a preferred weighting or role-mix assumption bidders should use?	The Total Blended Hourly Rate will automatically calculate in Attachment 6 *Cost Proposal* .
570	Attachment 06 - Cost Proposal	General	Are offshore/nearshore resources permitted on this Contract?	Offshore/nearshore resources may be permitted at the discretion of the end User and allowed by their Statement of Work on the secondary competition level. All pricing submitted within Attachment 06 - *Cost Proposa* l is not-to-exceed pricing and should be based upon on-shore resource costs.
571	Attachment 06 - Cost Proposal	General / Attachment 01 III.2.A Scope of Work	The Cost Proposal is evaluated on a Total Blended Hourly Rate. However, Attachment 01 states actual SOW pricing may be Firm-Fixed, Retainer, or Milestone-Based, with the Purchasing Entity prescribing the structure. Please explain how the blended hourly rate ceiling translates to fixed-price or milestone-based task order pricing. Specifically, does OGS review SOW pricing against the Master Agreement rate for reasonableness, and is the blended rate a strict not-to-exceed ceiling on the implied per-hour cost embedded in any fixed-price SOW?	The Total Blended Hourly Rate will be used during the Cost Evaluation stage of the solicitation evaluation. The Net Hourly Rates in Attachment 6 *Cost Proposal* will be not-to-exceed rates billed at the mini-bid level.
572	Attachment 06 - Cost Proposal	General / Attachment 05a Stage 4: Cost Evaluation	Attachment 05a confirms cost proposals are evaluated only within the same category. For Bidders submitting across multiple categories, must separate blended rate worksheets be completed per category, and may rates differ across categories to reflect different market rates; for example, a higher rate for Category B (Digital Operations) than Category A (Management & Operational)?	Attachment 6 *Cost Proposal* includes all categories in the provided worksheets. Bidders may propose different rates in different categories at their own discretion.
573	Attachment 06 - Cost Proposal / Attachment 05a - RFP Evaluation Plan	General / Stage 4: Cost Evaluation	Please clarify how the Total Blended Hourly Rate should be calculated when a Bidder proposes multiple labor categories, multiple service categories, or both lots. Should the same labor rates be repeated across category worksheets where applicable?	The Total Blended Hourly Rate will automatically calculate in Attachment 6 *Cost Proposal* .
574	Attachment 06 - Cost Proposal / Solicitation	General / 4.11 Pricing	Please confirm whether there are any maximum hourly rates, rate caps, or not-to-exceed pricing thresholds beyond the reasonableness review described in the Solicitation.	There are no maximum hourly rates, rate caps, or not-to-exceed pricing thresholds beyond the reasonableness review described in the Solicitation. Per Solicitation Section 4.11, pricing shall be inclusive of all fees and charges. All proposed pricing shall be not-to-exceed and pricing offered to Purchasing Entities shall be no higher than pricing set forth in the Master Agreement. Bidders are encouraged to propose their most favorable pricing in its original proposal as the cost evaluation is weighted into the evaluation (please see Solicitation Section 5.A.5).
575	Attachment 08 - Encouraging Use of NYS Businesses	General	Will there be an evaluation weight based on our use of NY-based businesses?	Vendor use of NYS businesses will be evaluated during the Technical Criteria Evaluation. See Attachment 5A *RFP Evaluation Plan* for a breakdown of point allocations.
576	Attachment 08 - Encouraging Use of NYS Businesses	Page 1	Can the government please clarify if / how it will evaluate a vendor's use of New York State businesses for award of cooperative contract lots?	Vendor use of NYS businesses will be evaluated during the Technical Criteria Evaluation. See Attachment 5A *RFP Evaluation Plan* for a breakdown of point allocations.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
577	Attachment 09 - Insurance Requirements	A.2 Policy Forms	Attachment 09 accepts Professional Liability on a claims-made basis provided the policy includes an extended reporting period of 'not less than three years.' For a Contractor whose existing claims-made policy includes a standard one-year discovery tail, will OGS accept a written contractual commitment from the Contractor to extend reporting to three years upon Master Agreement expiration in lieu of a policy endorsement at bid submission, or must the three-year extended reporting period be documented in the policy itself before the bid is submitted?	Yes. OGS will accept a written contractual commitment from the Contractor to extend reporting to three years upon Master Agreement expiration in lieu of a policy endorsement at bid submission.
578	Attachment 09 - Insurance Requirements	A.3 Certificates of Insurance/Notices	Section A.3 requires specific verbatim language to appear on certificates of insurance regarding additional insured, primary/non-contributory, and waiver of subrogation status. Insurance carriers generally issue blanket endorsements using their own standard policy language to provide this coverage, and many carriers will not reproduce client-specified verbatim language on certificates. This is a recognized industry-wide limitation, not unique to any particular Contractor. Would OGS accept equivalent language on blanket endorsements and certificates of insurance that conveys the same coverage, rather than requiring the specific verbatim language set forth in Section A.3?	If the Carrier will not put the language "Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds. " The endorsements for Primary non-contributory and Waiver of subrogation are required to be submitted instead.
579	Attachment 09 - Insurance Requirements	A.3 Certificates of Insurance/Notices	Could you confirm whether listing “New York State Office of General Services (OGS)” as the certificate holder is sufficient, or if expanded wording (e.g. “State of New York, Office of General Services, its officers, agents, and employees”) is required?	Per Attachment 09 - Certificates shall name The New York State Office of General Services, Bureau of Risk and Insurance Management (BRIM), 32nd Floor, Corning Tower, Empire State Plaza, Albany, New York 12242 as the certificate holder. However the Additional Insured MUST be listed as "The People of the State of New York, the New York State Office of General Services, any entity authorized by law or regulation to use any Contract resulting from this Solicitation/the Contract and their officers, agents, and employees. "on a scheduled endorsement.
580	Attachment 09 - Insurance Requirements	A.3 Certificates of Insurances/Notices A.6 Self-Insured Retentions/Deductibles	Sections A.3 and A.6 address disclosure of deductibles and self-insured retentions on certificates of insurance. Section A.3 applies a materiality standard, requiring disclosure of deductibles that "materially change" the required coverage, while Section A.6 appears to require disclosure of all applicable deductibles regardless of amount, with those above $100,000 subject to OGS approval. For clarity and consistency, would OGS confirm that certificates of insurance need only disclose deductibles or self-insured retentions in excess of a de minimis threshold (e.g., $10,000), consistent with the materiality standard in Section A.3? This would avoid unnecessary administrative burden while preserving OGS's visibility into deductibles of a magnitude that could affect the availability of coverage.	6. Self-Insured Retention/Deductibles. Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above $100,000.00 are subject to approval. The reference to Material Changes Coverage in section A.3 is specific to exclusions that must be listed.
581	Attachment 09 - Insurance Requirements	A.9 Additional Insured	Could you confirm whether blanket additional insured provisions (where coverage applies when required by contract), supported by standard policy endorsements, are acceptable for compliance, or if a specific endorsement naming the State and related entities is required?	Per Attachment 09 - Insurance Requirements Section A.9, "A blanket Additional Insured Endorsement evidencing such coverage is also acceptable."
582	Attachment 09 - Insurance Requirements	B. Insurance Requirements	Attachment 09 requires $5,000,000 Professional Liability coverage. For a Lot 1 vehicle where individual task orders are capped at or below the $1.5M discretionary threshold, please confirm whether the $5M coverage requirement is a flat requirement applicable from the Master Agreement start date regardless of active task order values, or whether OGS will consider tiered coverage requirements based on the aggregate value of active task orders in force at any given time. Additionally, is the $5M required on a per-occurrence or per-claim basis?	Attachment 09 - Insurance Requirements are flat requirements applicable from the start date of an executed Master Agreement.
583	Attachment 09 - Insurance Requirements	B.4 Workers' Compensation Insurance and Disability Benefits Requirements	Could you please confirm the acceptable form of evidence for Workers' Compensation compliance? Specifically, whether Form C-105.2, U-26.3, CE-200, or equivalent documentation is required, and whether ACORD certificates alone are insufficient for this purpose?	The acceptable forms of evidence for Worker's Compensation Insurance are listed in Attachment 9 Section B.4. An ACORD form is not acceptable proof of NYS Workers Compensation or Disability benefits insurance coverage.
584	Attachment 09 - Insurance Requirements	General	As currently written, Attachment 9 makes reference to certain insurance coverages that are not relevant to IT work (e.g., “explosion, collapse & underground coverage…”), or makes certain requests that do not align to global company operations (e.g., sharing of the policies, or claims made on a “per occurrence” basis and not “per claim”). Is New York State (NYS) willing to discuss the relevant Certificates of Insurance (COIs) upon award of this Master Agreement to be sure we align on applicable policies and associated amounts given the scope of the contemplated services?	Please refer to revised Attachment 09 - Insurance Requirements.
585	Attachment 09 - Insurance Requirements	General	Would the State agree to negotiate changes (or permit Participating Entities or Purchasing Entities to do so as part of the Participating Addendum Process) to the insurance requirements in attachment 09 as well as Sample Master Agreement Section XIV with vendors upon in order to make these requirements consistent with the specific insurance policies that large professional services firms maintain?	NYS OGS respectfully declines to make changes to Attachment 09 - Insurance Requirements.
586	Attachment 09 - Insurance Requirements	General	Will vendors be required to support security audits, certifications, or third-party assessments during the contract term?	Security audit requirements may vary by Authorized User/Participating Entity and would be communicated at the Authorized User/Participating Entity level.
587	Attachment 09 - Insurance Requirements	General	Please confirm whether OGS would consider limited, non material adjustments to the standard insurance provisions, so long as all required coverages and limits remain unchanged.	NYS OGS respectfully declines to make changes to Attachment 09 - Insurance Requirements.
588	Attachment 09 - Insurance Requirements	General	Is our firm required to provide certs of insurance for Work Comp and Disability with the solicitation or upon award?	Per Attachment 9 - Insurance Requirements, Section B Insurance Requirements, Proof of Workers' Compensation and Disability Benefit are due at the time of bid submission.
589	Attachment 09 - Insurance Requirements	General	Is our firm required to provide certs of insurance for Work Comp and Disability at all - we are in the state of South Dakota where these are not required. We're a small business (sub 10 employees).	Please refer to Attachment 9 - Insurance Requirements, Section B, Subsection 4, which contains lists of documents that fulfill the requirements for Proof of Workers' Compensation and Disability Benefits.
590	Attachment 09 - Insurance Requirements		Material deviations submitted as a separate file.	OGS respectfully declines to accept all requested material deviations.
591	Attachment 10 - Bidder Submission Checklist	Additional Questions	We are seeking clarification regarding the following statement included in Attachment 10: “Has Bidder submitted the most up-to-date versions of the Solicitation documents as posted on the OGS website and released through the NYS Contract Reporter? Failure to submit the final version of Attachment 1 – Pricing, with the correct revision date as posted on the OGS website and announced via the NYS Contract Reporter, may result in the Bid being deemed non-responsive and in the disqualification of the Bid.” However, in the solicitation documents currently posted, Attachment 01 appears to be the Scope of Work and does not contain pricing information. Could you please confirm whether: 1. There is a separate pricing attachment that must be submitted, or 2. The reference to “Attachment 1 – Pricing” is a standard/template reference not applicable to this solicitation.	Pricing must be submitted via Attachment 6 *Cost Proposal*. Bidders must utilize the revised Attachment 10 *Bidder Submission Checklist* when responding to the solicitation.
592	Attachment 10 - Bidder Submission Checklist	Attachment 15	Attachment 10, Bidder Submission Checklist, does not list Attachment 15 NYS Participating Addendum as a document to be included in a bidder's submission, although RFP Section 4.4 does include Attachment 15 as required with submission. Please confirm that Attachment 15 is not required with bid submission.	Attachment 15 is required with submission. Please see revised Attachment 10 Bidder Submission Checklist.
593	Attachment 10 - Bidder Submission Checklist	General	Can the state please clarify where in the response artifacts the bidder can document confidential trade secret material?	Bidder shall mark confidential/trade secret material in the applicable document(s). Per Solicitation Section 4.17, Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission by the Bidder. Marking the Bid as “confidential” or “proprietary” on its face or in the document header or footer shall not be considered by the Commissioner or Authorized User to be sufficient without specific justification as to why disclosure of particular information in the Bid would cause substantial injury to the competitive position of the Bidder.
594	Attachment 10 - Bidder Submission Checklist	Item 12 Attachment 12 - Report of Contract Usage	Attachment 12 is noted as "Not required to be submitted with the bid." We assume that this is an error on Attachment 10, and this document is required, considering it contains response information related to contract usage. Can OGS please confirm this understanding?	Attachment 12 *Report of Contract Usage* is not required to be submitted with the bid.
595	Attachment 10 - Bidder Submission Checklist	Item 14 Attachment 14 - Contractor/Reseller/Distributor Information	Related to Attachment 14 Contractor/Reseller/Distributor information, is this specifically for MWBE and SDVOB utilization and subcontractor participation under this contract?	Attachment 14 Contractor/Reseller/Distributor information is required regardless of MWBE and SDVOB utilization.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
596	Attachment 10 - Bidder Submission Checklist	Item 17 MWBE 100 MWBE Utilization Plan	For Bidders submitting only under Lot 2 (Cooperative), should the MWBE 100 Utilization Plan reflect general intent for future NYS task orders (with subcontractors and percentages to be identified at the time of task order issuance), or should it identify specific MWBE subcontractors and committed participation percentages at bid submission, despite the absence of defined NYS spend at the master agreement level?	Bidders should identify specific MWBE subcontractors that they intend to partner with to meet the goals on a resulting Contract. Per the MWBE 100 Utilization Plan "When $ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending"
597	Attachment 10 - Bidder Submission Checklist	Item 17 MWBE 100 MWBE Utilization Plan	Specifically, when reviewing Attachment 10, it appears the MWBE forms are required at the time of proposal submission. However, we were unclear whether the 30% MWBE participation requirement is applicable to Lot 2 submissions. Could you please confirm whether the 30% MWBE requirement applies to Lot 2, and if so, whether all Attachment 10 forms are required with the initial submission?	The MWBE participation goals are applicable to both Lots. All Bidders must submit all items indicated on Attachment 10 - Bidder Submission Checklist and in Solicitation Section 4.4 Content with the initial submission.
598	Attachment 10 - Bidder Submission Checklist	Items 18.4 ST-220-CA, 18.5 ST-220-TD	Will scanned copies of the notary stamp on documents requiring notary be acceptable so long as there is still a wet signature on submitted copy?	Yes, scanned copies of original, wet signature notarized documents are acceptable.
599	Attachment 11 - Bidder Questions Form	General	What is the process for retrieving bid responses if answers to questions are published after proposals have shipped to OGS?	Bid responses must incorporate any and all updated solicitation files posted on the NYS OGS website. Bidders are responsible to resubmit their bid in full and to clearly mark on the outside of the bid package "Second Submission". Failure to indicate which version takes precedence to NYS OGS will result in NYS OGS reviewing the latest responsive bid received.
600	Attachment 11 - Bidder Questions Form	Solicitation Document Name Dropdown	The dropdown in Column A is not inclusive of all solicitation documents. While it is understood that NYS will not accept deviations to terms in certain document(s), should it be assumed that bidders may not ask seek clarifications where a document is not included in the dropdown?	NYS will accept questions and material deviations on all solicitation documents.
601	Attachment 15 – NYS Participating Addendum	10. MWBE Requirements	Can vendors propose additional MWBE partners post-award, or must all partners be identified at the time of proposal submission?	Yes, Contractors may add or remove MWBE partners at any time during the life of the Contract. Contractors must submit to OGS a revised MWBE 100 Utilization Plan any time any they add or remove a Reseller that has been certified by NYS as an MWBE.
602	Attachment 15 – NYS Participating Addendum	10.IV Contract Goals	If a bidder is a certified WBE and serves as the prime contractor, may its own participation count toward the MWBE participation goal?	Yes.
603	Attachment 15 – NYS Participating Addendum	10.IV Contract Goals	Attachment 15 states that "the total Contract goal can be obtained by utilizing any combination of MBE and/or WBE participation." May bidders assume that participation by a certified WBE as a prime alone may be used to fully satisfy the overall 30% MWBE goal?	Work performed by a NYS WBE-certified prime contractor counts toward the solicitation's 15% WBE participation goal. Bidders are also reminded of the 15% goal for MBEs; any applicable MBE subcontractors, suppliers, and/or resellers should also be listed on the MWBE 100.
604	Attachment 15 – NYS Participating Addendum	10.IV Contract Goals	For Lot 1, for a single task order, is a Contractor required to fulfill the goal of 30% MWBE participation in the same consulting services category that Contractor is filling the task order for? For example: If the Contractor is fulfilling a task order for Public Safety Consulting Services under Lot 1, do they have to utilize an MWBE for the task order?	Contract goals are intended to be met by MWBE participation on the Contract as a whole, not each individual users Statement of Work.
605	Attachment 15 – NYS Participating Addendum	10.IV Contract Goals	Should our response include MBWE partners for each individual category in our proposal, or is it sufficient to show that we will meet the 30% MWBE commitment as task orders become available?	Bidders do not need to specify individual categories to be applicable to their proposed MWBE partners.
606	Attachment 15 – NYS Participating Addendum	10.IV Contract Goals, 10.V MWBE Utilization Plan	Given the uncertain nature of the work that will potentially emanate from the resulting contract, can Bidders include a % range (i.e. 5-10%) for MWBE partners on their MWBE utilizations plan? Are Bidders expected to achieve their states MWBE utilization goals for every resulting task order or will MWBE utilization be measured across all resulting task orders for a potential Bidder	Per the MWBE 100 Utilization Plan "When $ value cannot be determined put estimated % of work under the contract or value TBD based on contractual spending" MWBE utilization goals are intended to be met across the Contract as a whole, not on each individual users Statement of Work.
607	Attachment 15 – NYS Participating Addendum	16. Consultant Disclosure Legislation	Section 16 references the NYS Consultant Disclosure Legislation and Form A for mini-bid submissions. Please confirm whether Form A is required to be submitted as part of the initial proposal response, or only at the mini-bid stage after award.	Form A will need to be submitted by all applicants to a mini-bid. Refer to Attachment 10 *Bidder Submission Checklist* for a complete list of documents required to be submitted as part of the initial proposal response.
608	Attachment 15 – NYS Participating Addendum	29. Warranties	Will the State consider adding a reasonable and customary Warranty Disclaimer clause appropriate for a professional services engagement under Section 29? Bidder proposes the following language for consideration: "Warranty Disclaimer. Except for the express warranties made herein, Contractor makes no other warranties concerning the services or deliverables including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose."	OGS respectfully declines to make this change. Any additional revisions may be proposed at the Authorized User or Participating Entity level.
609	Attachment 15 – NYS Participating Addendum	30. Indemnification	Will NASPO/Lead State consider revising the indemnification language in Section 13.1 to accurately allocate risk and responsibility, ensuring the Contractor is only liable for damages resulting from its own improper actions, rather than for all possible acts or omissions, however minor or unrelated? This approach aligns with industry standards and legal principles, which generally require a showing of fault or culpability before indemnification is triggered, and Purchasing Entities remain adequately protected against harm.	OGS respectfully declines the requested modification.
610	Attachment 15 – NYS Participating Addendum	30. Indemnification	Will NASPO/Lead State consider reinstating Section 13.2.1 of the Master Agreement to account for industry standard exceptions to Indemnification for IP Infringement claims? Can NASPO/Lead State also confirm whether the Section referenced in the language should be Section 13.2 rather than Section 12.2?	OGS respectfully declines the requested modification. Please see revised Section 30.
611	Attachment 15 – NYS Participating Addendum	30. Indemnification	Will the State consider adding the phrase "third party" to the first sentence of Section 30 to clarify indemnification is reserved for third party claims/actions? Language for consideration: "....defend, indemnify and hold harmless the Authorized Users harmless for THIRD PARTY suits, actions, proceedings....."	OGS respectfully declines the requested modification.
612	Attachment 15 – NYS Participating Addendum	30. Indemnification, 31. Indemnification Related to Infringement	These sections provide that, in the event of a dispute regarding defense or indemnification obligations, the NY State Attorney General has final determination authority. Can NYS confirm this process applies uniformly to all disputes under these sections and that Contractors do not have recourse to judicial determination regarding the existence or scope of defense and indemnification obligations?	OGS confirms that the New York State Attorney General has final determination authority. Contractor should consult with legal counsel to determine the availability of additional legal recourse.
613	Attachment 15 – NYS Participating Addendum	Cooperative Use	Can participating entities impose additional contractual or compliance requirements beyond those defined in the Master Agreement, and if so, how will such requirements be communicated to contractors?	Participating Entities can impose additional contractual or compliance requirements in their own participating addenda.
614	Attachment 15 – NYS Participating Addendum	General	Can the State confirm that for engagements executed by other Participating Entities (e.g., Maine, Utah), the Prime Contractor will be governed solely by the diversity, socio-economic goals, and certification requirements established by that specific Participating Entity in its Participating Addendum or SOW? Additionally, can the State confirm that the 30% NYS-certified MWBE goal applies exclusively to engagements executed by New York State entities?	For NYS, MWBE Participation goals apply to both the Master Contract and secondary competition on both Lots. For additional States participation, Goals under the Cooperative Lot may be subject to their specific Participating Addendum.
615	Attachment 15 – NYS Participating Addendum	General	After award, will the bidder have opportunity to modify their list of subcontractors overtime based on evolving requirements to deliver? How often will the bidder be allowed to modify their list of certified MWBEs? Alternatively, for NYS-specific activities, will Utilization Plans submitted for mini-bids substitute the Utilization Plan submitted as part of the MSA response?	Contractors may add or remove MWBE partners at any time during the life of the Contract. Contractors must submit to OGS a revised MWBE 100 Utilization Plan any time any they add or remove a Reseller that has been certified by NYS as an MWBE. Utilization plans submitted in response to mini-bids will not substitute the Utilization Plan in place as part of the Contract.
616	Attachment 15 – NYS Participating Addendum	General	Section 4.4 of the solicitation states that Attachment 15 - New York State Participating Addendum - must be submitted with a signature. There is no space within that attachment for a signature, and Attachment 10 - Bidder Submission Checklist - does not list Attachment 15 as a required submission. Can the State please clarify whether or not that addendum needs to be submitted, and, if so, where Bidders should sign?	Attachment 15 is required with submission. Please see revised Attachment 10 Bidder Submission Checklist.
617	Attachment 15 – NYS Participating Addendum	General / Bid Submission Requirements (ref. Solicitation 4.4, Item 15)	Attachment 15, the New York State Participating Addendum, does not include a contractor signature block. However, Section 4.4 of the Solicitation lists Attachment 15 as required to be submitted "with signature." Please clarify: where and how should the contractor's signature be provided on Attachment 15? Should bidders add a signature block to the document, or will OGS provide a revised version of Attachment 15 that includes one prior to bid submission?	Attachment 15 is required with submission. Please see revised Attachment 10 Bidder Submission Checklist.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
618	Attachment 15 – NYS Participating Addendum		Material deviations submitted as a separate file.	OGS respectfully declines to accept all requested material deviations.
619	General	1.3 Estimated Quantities	Is this a new contract or a re-bid of a previous contract? If it is a re-bid: How many vendors were on the previous contract? How many projects were conducted through the previous contract? Would NY OGS describe or list the projects that resulted from the previous contract? What is the total dollar value of the projects conducted through the previous contract?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical data that can be provided.
620	General	4.2 NYS Vendor File Registration	Is a NYS Vendor ID required at the time of bid submission, or is it sufficient to have registration underway with a submitted W-9 on file, with the Vendor ID provided as a condition prior to award?	Per solicitation section 4.2 *Vendor File Registration* : If the Bidder is not currently registered in the Vendor File, the Bidder must request assignment of a Vendor ID from OGS. Bidder must complete the OSC Substitute W-9 Form (http://www.osc.state.ny.us/vendors/forms/ac3237s_fe.pdf) and submit the form to OGS in advance of Bid submission.
621	General	General	I noticed the following question on one of the forms "If you are not bidding, place an "x" in the box and return this page only" I thought perhaps this was an indication that specific companies were invited as opposed to an open bid.	This Solicitation is not invitation only. The identified checkbox is to indicate that a Vendor is choosing to not submit a bid at this time.
622	General	General	Unless notarization is noted, will the state accept electronic signatures?	No digital signatures are permitted.
623	General	Indemnification	Would the State consider revising the Agreement's liability and indemnification provisions to: (i) apply the exclusion of consequential, indirect, and special damages on a mutual basis; (ii) add a mutual liability cap limiting each party's aggregate liability to direct damages not exceeding fees paid or payable during the preceding twelve (12) months under the applicable Statement of Work; and (iii) limit indemnification obligations to third-party claims and replace "personal injury" with "bodily injury"?	A limitation of liability provision has been included. Please see revised Attachment 15, Section 31.
624	General	Limitation of Liability	Would the State consider including a Limitation of Liability section? Industry standard is limiting liability to direct damages and to an amount equal to the total fees paid or payable to Vendor during the preceding 12 months under the applicable Statement of Work. Including a mutually applicable liability cap tied to fees paid or payable during a defined period provides clarity and certainty for both parties, supports appropriate pricing of services, and helps ensure that potential liability exposure remains aligned with the nature and scale of the services being performed, while preserving the State's ability to pursue remedies for material issues.	A limitation of liability provision has been included. Please see revised Attachment 15, Section 31.
625	General	Limitation of Liability	Would the State agree to include in the Master Agreement a commercially reasonable limitation of liability for direct damages, which is typical for New York statewide contracts, and an exclusion of indirect, special, and consequential damages for both parties, or alternatively, can such limitation of liability be negotiated at the Participating Addendum level?	A limitation of liability provision has been included. Please see revised Attachment 15, Section 31.
626	General		How will work orders be shared among multiple awarded vendors?	Per Solicitation Section 1.1 *Overview:* For New York State, contract users will utilize a mini-bid process for final selection of a vendor. Other participating entities may or may not utilize a mini-bid process on a case-by-case basis.
627	General		Will there be any tiering or hierarchy in distributing task/work orders among awarded vendors? If yes, what criteria will be used to determine such hierarchy?	Per Solicitation Section 1.1 *Overview:* For New York State, contract users will utilize a mini-bid process for final selection of a vendor. Other participating entities may or may not utilize a mini-bid process on a case-by-case basis.
628	General		Are there any mandatory subcontracting goals (e.g., small business, disadvantaged business, or similar requirements) associated with this contract?	There are no mandatory subcontracting goals associated with this solicitation and subsequent contract awards.
629	General		What was the annual spend for the previous year on this Project?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical data that can be provided.
630	General		Who are previous incumbents on this project?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical data that can be provided.
631	General		What are the challenges or pain points you are facing with the current contractor?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical data that can be provided.
632	General		Could you please provide a list of the most commonly utilized positions under this contract?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical data that can be provided.
633	General		What has been the approximate annual spend for similar services in previous years?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical spend data that can be provided.
634	General		If this is a new Contract, What is the annual Budget for this?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there is no anticipated annual spend that can be provided.
635	General		Is a pending NYS SDVOB application, submitted and under active DSDVBD review, sufficient to bid under Lot 1? With full certification required only as a condition prior to contract award?	Per revised Solicitation Section 2 *Bidder Qualifications* : For Bidders to participate in any category of the MWBE & SDVOB Lot they must be a NYS certified MWBE and/or certified SDVOB at the time of the Bid Opening.
636	General		Will OGS accept an active federal SBA SDVOSB certification as equivalent or provisional qualification for Lot 1 eligibility during the application period?	No.
637	General		Does OGS offer an expedited review pathway for businesses holding active federal SDVOSB certification?	No.
638	General		Does active vendor registration in a state anticipated to execute a Participating Addendum to this contract, such as North Carolina, satisfy any NYS business presence consideration relevant to SDVOB certification eligibility?	No.
639	General		If not, what steps would OGS recommend for an out-of-state SDVOSB firm seeking to establish sufficient NYS business presence to qualify for Lot 1 prior to the July 7 deadline?	Bidder are directed to reach out to the Office of General Services' Division of Service-Disabled Veteran's Business Development. Full contact information is listed in Attachment 15 *NYS Participating Addendum*, section 11. Participation Opportunities for New York State Certified Service-Disabled Veteran Owned Businesses.
640	General		Is there a pathway for out-of-state SDVOSBs whose NYS certification is pending to compete under the Cooperative Lot, and would an award under that Lot remain accessible to NASPO participating states including North Carolina?	All Bidders are eligible to bid for Lot 2. Contracts resulting from Lot 2 will be available to any state that establishes a Participating Addendum with NASPO for this award.
641	General		Would the State agree that if the State determines that Appendix C-AI is applicable to the scope of the engagement, that such terms be addressed and negotiated at the Participating Addendum level, as the use of AI may vary significantly in accordance with requirements of each project?	Appendix C-AI includes terms an conditions regarding AI that are applicable to the resulting Contract as a whole. Further specifications regarding AI may be defined by an end users Statement of Work.
642	General		Bidder primarily works through a network of independent consultants and subcontractors. Could you please advise how firms like ours should appropriately represent this structure within the EEO Staffing Plan and broader proposal response materials? Specifically, should we list all individual consultants and subcontractors we anticipate may support work under this contract, and if so, do resumes for those individuals also need to be included as part of the proposal submission?	Bidder should not list subcontractors on the EEO 100. Bidders should only submit resumes for those team members who are listed in response to Attachment 5, question III.B.3.
643	General		Are we able to resubmit, after Q&A has been shared?	Submission of responses to the Solicitation that do not reflect and take into account updated information may result in your Bid being deemed non-responsive to the Solicitation.
644	General		May we submit bids via email since our original was delivered on time and at our expense?	All bids must be submitted in conformance with solicitation section 4.4 *Content* . No email submissions will be accepted.
645	General		Can the State clarify if selected bidders under this RFP will be sent future procurements directly; if the future procurements will be posted to the NY State Contract Reporter site; or individual states' various procurement sites; or elsewhere?	Per Solicitation Section 1.1 *Overview:* For New York State, contract users will utilize a mini-bid process for final selection of a vendor. Other participating entities may or may not utilize a mini-bid process on a case-by-case basis. The contract user will specify its process at the time of its mini-bid or other purchasing method release.
646	General		Can the State or NASPO provide some general budget ranges for procurements that have come out under previous umbrella RFPs such as this one?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical data that can be provided.

#	Solicitation Document Name	Document Section (Number & Name)	Question	Response
647	General		Can the State or NASPO provide some general information about what Departments and Agencies under what States participate under NASPO ValuePoint?	For NYS, any entity defined by NYS Finance Law Section 163(1) as a State Agency or an Authorized User may participate. For NASPO, eligible entities may include State government entities, educational entities (Higher Ed and K12), County and Municipal government entities, and some non-profit entities.
648	General		Can the State share a list of past procurements, their budget ceilings, and names of States that participated under previous NASPO vendor RFPs?	This is a new portfolio for the NASPO ValuePoint Cooperative; as such, there are no historical data that can be provided.
649	General		Are offerors permitted to utilize subcontractors under this solicitation?	Yes.
650	General		If subcontracting is allowed, are offerors required to identify the specific categories for which they are partnering, or would the subcontracting arrangement apply across all categories being proposed?	Yes, offerors should identify the specific categories for which they are partnering.
651	General		Are subcontractor past performance references acceptable for inclusion in the proposal response?	Project examples submitted as part of Attachment 5 *Bidder Response Worksheet* must be the Prime entity's experience, not those of a subcontractor.
652	General		Would consulting services for the early childhood sector fall under this opportunity?	No, childhood consulting services are not included within the scope of this solicitation. Refer to Attachment 1 *Scope of Work* for a full list of included categories.