

#	Solicitation Document Name	Document Section (Name or Number)	Page Number	Comment / Question / Bid Deviation	Response
1.	RFP	1.1	8	I've gone over the RFP for "Microsoft Reseller" a few times and I don't quite understand what is being asked from potential bidders. Would we be a one stop shop for NYS's Microsoft licensing needs? I would really appreciate some clarification so my company can come up with the best strategy to bid on this.	The purpose of this RFP is to establish a Reseller for Microsoft Software Licenses and Online Services. Please see the requirement in RFP Section 1.1 Overview, which states that the Reseller must be certified as a Licensing Solution Provider (LSP) and an Authorized Educational Reseller (AER).
2.	Attachment 2 - Administrative Proposal Forms	2b		Line 12 requires that we provide a copy of our current GSA price list. Due to the size of that document, would a link to the file or a CD be acceptable[sic]?	Please see revised RFP Section 3.3.4 Submission Checklist. A .pdf of the GSA price list should be included with the electronic copy of the Cost Proposal.
3.	General	ST-220-CA	29	Please provide the form	Please see RFP Section 6.12 TAX LAW §5-A, which provides the links to the ST-220-TD and ST-220-CA forms required
4.	General	EEO-100 Form	35	Please provide the form	RFP Section 6.21 Contractor Requirements and Procedures for Participation by New York State Certified Minority- and Women-Owned Business Enterprises and Equal Employment Opportunities for Minority Group Members and Women, provides the following link to the documents needed for this requirement. http://www.ogs.ny.gov/MWBE/Forms.asp
5.	General	7.11.5	39	Are the unilateral changes that OGS can make related to just the format or can the changes relate to the actual data within the Price List?	Although OGS does reserve the right to make format changes to the NYS Price List, price list modifications typically relate to product specific data, including, but not limited to, incomplete product description and duplicate SKUs. OGS will not unilaterally alter pricing provided by contractor but may direct the Contractor to provide an updated NYS Price List to reflect any necessary clarifications or corrections relating to pricing.

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6.	General	7.11.5	39	Since this clause allows OGS to unilaterally modify the Price List at any time, can you please provide an example of when this would / could happen?	An example would be a correction of product specific data within the price list, including, but not limited to, incomplete product description and duplicate SKUs.
7.	General	7.11.5	39	Would OGS consider making any changes to the Price List by mutual agreement as any pricing or product changes or formatting changes could have an impact to Contractor.	No. The mechanism for the Contractor to use to change the NYS Price List is provided for in Appendix C, Contract Modification Procedure and RFP Sections 7.3, Centralized Contract Modification, 7.4, Price Increases and Decreases and 7.11.5, NYS Price List. OGS does not anticipate that any pricing, product, or formatting changes will be difficult for the Contractor to comply with or will otherwise have a negative impact on the Contractor.
8.	General	7.11.5	39	How will the Contractor be notified of a unilateral change to the Price List?	OGS will notify the Contractor's Contract Administrator, indicated on the Reseller Information tab of Attachment 2, Administrative Proposal Forms, via email/phone.
9.	General	7.11.5	39	If OGS makes a unilateral change to the Price List, will the Contractor be provided with the reasoning to the the change [sic]?	The reasons for unilateral modifications may be provided by OGS upon notification of such modification.
10.	General	7.11.5	39	Will the Contractor be able to dispute the unilateral change made by OGS?	Disputes under this contract will be governed by Appendix B Section 59, Dispute Resolution Procedures. However, OGS does not anticipate that any such unilateral changes to the NYS Price List will result in a dispute.

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11.	General	7.11.5	39	What if the Contractor cannot provide what is being asked or the request is overly burdensome?	<p>OGS has been advised by Microsoft that they provide an updated price list to their Resellers on a Monthly basis prior to the beginning of each month. Based on this information, in order to maintain an up to date and accurate NYS Price List for Authorized Users of the resulting Contract, OGS requires a monthly update of the NYS Price List.</p> <p>OGS does not anticipate that any requests will be overly burdensome or difficult to comply with.</p>
12.	General	7.3	36	Would OGS consider making any changes to the Price List by mutual agreement as any formatting changes could have an impact to Contractor.	RFP Section 7.3, Centralized Contract Modification speaks to OGS' right to revise Appendix C, Contract Modification Procedure during the Contract term. The question appears to focus on OGS unilateral changes to the NYS Price List, a topic which is addressed in questions 5, 6, 7, 8, 9, 10 and 11 above.
13.	General	7.3	36	How will the Contractor be notified of a unilateral change to the Price List?	<p>RFP Section 7.3, Centralized Contract Modification speaks to OGS' right to revise Appendix C, Contract Modification Procedure during the Contract term. The question appears to focus on OGS unilateral changes to the NYS Price List, a topic which is addressed in questions 5, 6, 7, 8, 9, 10 and 11 above.</p> <p>OGS will provide notification of changes to the Appendix C, Contract Modification Procedure to the Contractor's Contract Administrator, indicated on the Reseller Information tab of Attachment 2, Administrative Proposal Forms, via email/phone.</p>

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14.	General	7.3	36	If OGS makes a unilateral change to the Price List, will the Contractor be provided with the reasoning to the the change [sic]?	<p>RFP Section 7.3, Centralized Contract Modification speaks to OGS' right to revise Appendix C, Contract Modification Procedure during the Contract term. The question appears to focus on OGS unilateral changes to the NYS Price List, a topic which is addressed in questions 5, 6, 7, 8, 9, 10 and 11 above.</p> <p>The reasons for unilateral modifications to the Appendix C, Contract Modification Procedure may be provided by OGS upon notification of such modification.</p>
15.	General	7.3	36	Will the Contractor be able to dispute the unilateral change made by OGS?	<p>Disputes under this contract will be governed by Appendix B Section 59, Dispute Resolution Procedures. However, OGS does not anticipate that any such unilateral changes to the Appendix C, Contract modification Procedure will result in a dispute.</p>
16.	General	7.3	36	What if the Contractor cannot provide what is being asked or the request is overly burdensome?	<p>This section describes the procedure the Contractor must follow to propose a contract modification request. If Contractor cannot provide the request in the form and format required by the Contract Modification Procedure, this may result in the disapproval of the Contract Modification request.</p> <p>OGS does not anticipate that any OGS requests associated with the Contract Modification Procedure will be overly burdensome or difficult to comply with.</p>
17.	General	7.11.11	40	Would OGS be willing to revise the submit date to no later than 20 business days following the close of each calendar quarter?	<p>OGS respectfully declines to make the requested revision.</p>

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18.	General	6.2	26	Contractor requests the following language be added to this clause since all product warranties are provided through the CMBA. <u>"OGS acknowledges that the Product warranties provided to OGS from Microsoft in the CMBA are the applicable warranties for all orders placed with Contractor hereunder. OGS acknowledges that its remedies for breach of Product warranties are provided through the CMBA."</u>	OGS agrees to add the requested language to RFP Section 6.20 Warranty. Please see revised RFP Section 6.20 Warranty.
19.	General	6.2	26	Contractor requests the following evsiion to this clause since all product warranties provided through the CMBA from Microsoft are passed through the Contractor v. "The Contractor shall <u>pass through</u> hææf all product warranties, performance guarantees or other warranties set forth in the CMBA."	OGS agrees to make the requested revision to the language in RFP Section 6.20 Warranty. Please see revised RFP Section 6.20 Warranty.
20.	General	3.8.3.4	22	Since the last MSFT RFP in 2016, OGS has removed a similar requirement in Appendix B of its Information Technology Umbrella Distributor and Manufacturer Based Contract terms that apply to all contract holders. Would OGS consider similarly removing this requirement from this contract for the sake of consistency and to open up greater competition in this RFP?	OGS respectfully declines to make the requested change. Both awards 22802 (Manufacturer Umbrella) and 22876 (Distributor Umbrella) include a mandatory Request for Quotes process for every Authorized User purchase under those contracts. As the contract resulting from this RFP will be a single award Centralized Contract to the responsive and responsible Bidder based on best value to the State, there is no secondary level of competition based on price. Therefore, RFP section 3.8.3.4, Best Pricing has been included as a protection for the Authorized Users of this Contract. Further, this clause requires OGS to consult with the awarded Contractor prior to any reduction in price.

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21.		3.8.3.4	22	<p>If OGS will not remove Section 3.8.3.4, Best Pricing, will OGS consider these clarifications or alternatives to Section 3.8.3.4, Best Pricing, in order to ensure the ability of Contractors to offer the most competitive pricing at the outset of the Contract?</p> <ul style="list-style-type: none"> • [1] Will OGS agree that the consultation with Contractor contemplated by the revisions to Section 3.8.3.4, Best Pricing will only be triggered by a request from OGS to examine a specific sale made to a similarly situated customer? • [2] In lieu of the requirement in Section 3.8.3.4, Best Pricing, will OGS consider instead a clause requiring that Contractor will guarantee or warrant upon entering into an agreement pursuant to this RFP that the prices it offers under the contract are generally competitive with or similar to prices offered to similarly situated state or local governmental entities that purchase substantially the same or similar quantity of the Product upon the same or similar terms and conditions? • [3] Alternatively, will OGS agree that if the prices offered by Contractor under a resulting contract with OGS are generally competitive with or similar to prices offered to similarly situated state or local governmental entities that purchase substantially the same or similar quantity of Product upon the same or similar terms and conditions that this will constitute compliance with Section 3.8.3.4, Best Pricing? 	<p>[1] OGS respectfully declines to make the requested agreement. OGS will request consultation if it becomes aware that substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this Contract upon the same or similar terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity.</p> <p>[2] OGS respectfully declines to make the requested change.</p> <p>[3] OGS respectfully declines to make the requested agreement.</p>
22.	General	3.8.3.4	22	<p>Will OGS agree that by a vendor benchmarking its pricing to OGS against its Federal GSA schedule at the onset of the contract and at the request of OGS, this equates to compliance with Section 3.8.3.4, Best Pricing as compared to federal entities?</p>	<p>OGS respectfully declines to make the requested agreement.</p>

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23.	General	3.8.3.4	22	<p>Pricing varies depending on quantity, therefore will OGS consider revising Section 3.8.3.4, Best Pricing, to replace the reference to a smaller quantity with similar quantity?</p> <ul style="list-style-type: none"> • During the resulting Contract term, if substantially the same or a smaller similar [sic] quantity of a Product is sold by the Contractor outside of this Contract upon the same or smaller similar [sic] terms and conditions as that of this Contract at a lower price to a federal, state or local governmental entity, the price under this Contract, after consultation with the Contractor, shall be reduced to the lower price. 	OGS respectfully declines to make the requested revision.
24.	General	3.8.3.4	22	Will OGS acknowledge that separate agreements between MSFT and OGS regarding pricing that Contractor has no control over, will not affect vendor's compliance with this section?	OGS respectfully declines to make this acknowledgement.
25.	Attachment 5 - Cost Proposal Forms			Will new pricing terms apply to all current and scheduled payments on existing/mid-term/extended Microsoft Enrollments effective August 1st?.	The Cost-Plus Percentage or Cost-Minus Percentage established by the awarded Contractor of this RFP will be applied to the Microsoft pricing on existing/mid-term/extended Microsoft Enrollments effective the first day of the Contract resulting from this RFP.

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26.	Attachment 5 - Cost Proposal Forms	Category Discount Tab		The estimated annual spend on the EA category is \$44,241,344 less than the estimated spend in that category on the previous statewide RFP. Can we assume that New York City's agreement is not included in this bid, or is there another reason for that discrepancy?	<p>Bidders should not assume that there is no NYC spend included in the Enterprise Agreement Program Agreement category.</p> <p>Please see RFP Section 1.9 Microsoft Product Historic Spend, which states "Based on sales reports for the calendar year 2017 (January - December), provided by the current Contractor, the estimated total dollar value of sales of Microsoft Products under Contract PS67650 during that period was approximately \$102.1 million statewide (see section 3.8.3.3, Chart 1, below for a further breakdown by Program Agreement). Those dollar values are believed to be substantially accurate, but are not guaranteed."</p> <p>OGS anticipates that NYC will purchase Microsoft Product under the Contract resulting from this RFP.</p>
27.	Attachment 5 - Cost Proposal Forms	Category Discount Tab		<p>3. Should we submit a single "cost +/-" figure or individual figures for the four categories?</p> <p>a. Enterprise Agreement b. Select Plus License c. Campus and School d. Academic Select Plus</p>	Bidder may offer a single Cost-Plus Percentage or Cost-Minus Percentage for all four (4) Program Agreement categories or Bidder may offer a unique Cost-Plus Percentage or Cost-Minus Percentage for each of the four (4) Program Agreement categories.
28.	Attachment 5 - Cost Proposal Forms			Who is responsible for maintaining the 40,000+ line items and list pricing for this contract?	Please refer to RFP section 7.11.5, NYS Price List. The awarded Contractor shall update the NYS Price List document on a monthly basis. Per RFP Section 7.7, Internet Access To Contract And Pricing Information, the NYS Price List will be made available and posted on the OGS website.

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29.	General			How will the state handle any multiyear agreements that are currently in place on the contract?	Please refer to RFP section 7.11.1. The awarded Contractor shall become the Reseller of record for all Enrollments/Affiliate Registration Forms under the current OGS Reseller Contract (PS67650), except as notified otherwise by OGS.
30.	General			Does OGS know the most frequently used Microsoft line items? If so, can the state share that information with bidders?	OGS has provided a summary of the information available to OGS related to contract usage under the current Microsoft Reseller Contract (PS67650). Please see new Attachment 7, Summary of Contract Usage - PS67650.
31.	General	4.3 (Bid Scoring)	23	Just to confirm, OGS is applying no weight or value to the Administrative and Technical portions of our response?	Administrative and Technical Requirements must be met in order to qualify for Contract award, but evaluation weighting is 100% cost. See RFP section 4.3, Bid Scoring.
32.	General	5.1 (16)	25	Will the Reseller be able to review and/or negotiate any revisions, changes, and/or updates to any templates, Appendices, and/or Attachments to the resulting Contract before such modifications are finalized, even if a formal amendment is not utilized?	OGS may consult with the Contractor regarding a revision, change and/or update to any templates, Appendices and/or attachments, for input before finalizing such modification.
33.	General	7.11.10	40	Reseller would like to modify the last sentence to read: Contractor must honor all quotes for thirty (30) calendar days, provided that Microsoft does not increase its pricing during that time. [Note: The reason for this proposed change is that Microsoft changes its price list monthly, so there is a possibility that the pricing may change during the 30 day period.]	OGS respectfully declines to make the requested revision.
34.	General	3.7 (Bid Validity)	18	Would it be possible for the bid validity period to be shortened to 60 days?	OGS respectfully declines to make the requested revision. Please see RFP Section 7.13 Replacement Contractor.
35.	General	3.8.3.2	21	Where do I obtain the Microsoft governmental price list?	This can be received by emailing Ed Feuerstein at edf@microsoft.com

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36.	General	3.8.3.2	21	I only have the June price files for Microsoft. Will that be acceptable by OGS for this pricing exercise?	Yes, Bidder may use the June 2018 price files the purposes of this Bid. Please see revised RFP Section 3.8.3.2 Program Agreement Price Lists.
37.	General	1.2.2	9	1. Microsoft has some products/services in their portfolio (i.e. Azure) that have a set price. This means resellers must sell these products to their customers at the price set by Microsoft. Does the awarded reseller have to apply the same discounts that they won the RFP with to these products/services?	Yes, please see revised RFP Section 7.11.5 NYS Price List.
38.	Attachment 5 - Cost Proposal Forms	Agreement Price Levels		1. There are four different Microsoft Program Agreements that require individual pricing. Is there a weighted value associated with each different Microsoft Program Agreement?	OGS respectfully declines to provide the specifics of the weighting beyond the general statement that cost is weighted at 100%. Please see RFP Section 4.3 Bid Scoring.
39.	General			We aren't seeing anything in regards to a Cloud consumption requirement. Some of our larger clients have specific requirements. Are there any specific needs around this that are not listed in the RFP?	Please review the CMBA for all licensing terms and conditions.
40.	General			Can the State provide a list of the number of Microsoft Agreements currently held by agreement type? Ex. EA, EES, OVS-ES, SLP, PCN, etc.	Section 3.8.3.3, Chart 1 Program Agreements, lists the four Program Agreements included in the current MBA; 1. Enterprise Agreement Program Agreement 2. Select Plus License Program Agreement (State and Local) 3. Campus and School Agreement Program Agreement 4. Academic Select Plus License Program Agreement
41.	General			May we have approval to pull a Microsoft License Summary so we may see the agreements, products, and actual expiration dates?	OGS does not have a MLS and cannot provide one to the Bidders of this RFP. However, OGS has provided a summary of the information available to OGS related to contract usage under the current Reseller contract (PS67650). Please see new Attachment 7, Summary of Contract Usage - PS67650.

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42.	General			Services and training are listed as being out of scope for this RFP. How does the state plan on procuring migration and/or deployment services for the licenses being consumed under the resulting contract? Would that be through a current or future State services agreement or via an RFP on a project by project basis?	Authorized Users requiring services not covered by the resulting Contract or the OGS Microsoft Premier Support Services Contract would need to follow their procurement guidelines for procuring such services.
43.		1.9 3.8.3.3	11	Will OGS provide the Microsoft part numbers and associated quantities that correspond to sections 1.9 MICROSOFT PRODUCT HISTORIC SPEND and 3.8.3.3 Spend by Program Agreement?	OGS has provided a summary of the information available to OGS related to contract usage under the current Reseller contract (PS67650). Please see new Attachment 7, Summary of Contract Usage - PS67650. Chart 3, License Summary provides active Licenses as of 6/15/2018.
44.	General			In anticipation of OGS's responses to this inquiries and proposed deviations period, we are requesting a second inquiries and proposed deviations period so that bidders may review and pose clarifications.	OGS respectfully declines this request.
45.	Appendix F - Primary Security and Privacy Mandates	Entire Document		Does the State acknowledge that Appendix F may only be applicable to the Contractor in instances where Contractor will be performing professional services?	OGS respectfully declines to make the requested acknowledgment. Appendix F, Primary Security and Privacy Mandates is provided for informational purposes to give examples of security and privacy mandates which Authorized Users may be subject to.
46.	Appendix B - General Specifications	60		Does the State acknowledge that the VAR does not have the ability to agree to a license grant in section 60 of Appendix B if it differs from the license grant Microsoft offers?	Please see RFP Section 1.1 Overview which states, "The requirements of Appendix B apply to the resulting Contract between the awarded Microsoft Reseller and OGS for order fulfillment, but not to the functionality or use of the Microsoft licenses or Online Services provided for in the CMBA."

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47.		6.19	31	<p>Below, the Contractor is proposing the revised order of precedence: In the event there are conflicts among the documents comprising this RFP, conflicts shall be resolved in the following order of precedence:</p> <ol style="list-style-type: none"> 1. Appendix D, Custom Microsoft Business Agreement (CMBA); 2. Appendix A, Standard Clauses for New York State Contracts (January 2014); 2. The RFP narrative (this document), as may be subsequently amended and Attachment 6, Insurance Requirements; 3. Appendix B, General Specifications (April 2016); and 4. All other appendices and attachments. 	OGS respectfully declines to make the requested revision.
48.	General	n/a		Will the State please grant permission for the reseller to request an MLS (Microsoft License Statement)?	OGS does not have a MLS and cannot provide one to the Bidders of this RFP. However, OGS has provided a summary of the information available to OGS related to contract usage under the current Reseller contract (PS67650). Please see new Attachment 7, Summary of Contract Usage - PS67650.