

**Q&A's #1 to
Invitation for Bids (IFB)
Microsoft Software & Services Large Account Reseller
PROJECT NO. 060B2490024
July 16, 2012**

Ladies/Gentlemen:

This list of questions and responses is being issued to clarify certain information contained in the above referenced IFB. The statements and interpretations contained in the following responses to a question by potential Offerors are not binding on the State, unless an addendum expressly amends the IFB.

1. We believe it is in the best interest of the State, and the entities that are currently enrolled in the Enterprise Agreement to allow respondent's to offer a separate discount for the existing EA Enrollments. Would the state consider adding an additional option for respondents to offer a separate discount from list for the existing EA enrollments?
Answer: No, the State does not want a separate discount from list for existing EA enrollments.
2. Will the State consider amending Attachment D – Price Bid Form to allow for a separate discount from list for the Microsoft Select Agreement and the Enterprise Agreement?
Answer: No, the State will not amend Attachment D – Price Bid Form to allow for a separate discount from list for the Microsoft Select Agreement and the Enterprise Agreement.
3. IFB Section 2.3.1.3 Product Returns: We believe that the standard return policy offered for software largely meets the stated requirements, however it is not exactly the same as stated in this clause. Since vendors can only extend return policies in place (which in this case are aligned with software publisher's return policies for the vendor), will MD DoIT accept such a standard return policy?
Answer: The State cannot answer your questions as stated. Please clarify which items within your return policies differ from the requirements in Section 2.3.1.3.
4. Section 3.4 Financial Capabilities and Insurance: We understand that no exceptions may be taken to any terms in the contract, but with respect to Section 3.4 Financial Capabilities and Insurance, we would request that the procedures described in 3.4.7 be modified in an Amendment to the IFB to bring the provisions in line with insurance industry practices. [Company name] complies with the insurance requirements, but would not want to be considered in breach of contract because the text of 3.4.7 does not comply with standard insurance industry practices. For example, notice would be provided prior to renewal, but a policy would not necessarily be endorsed to include a notice requirement to a particular customer. Also, the Contractor would provide the State with evidence of insurance prior to expiration, rather than providing the State with an insurance policy. Will the State consider modifying the text of Section 3.4.7?
Answer: The State is changing Section 3.4.7. See Addendum #3.
5. Attachment A – Contract - Section 23. Warranties
This clause states: "The Contractor hereby represents and warrants that:
A. It has all right, title and interest to the Software. The State's use of the Software will not infringe on the intellectual property rights of any person or entity."

The State understands that this is an IFB for the resale of Microsoft Software. Accordingly, as a reseller, a Contractor does not have right, title and interest to the Software, but rather would have the right to resell Microsoft Software. Also, any warranties, including those regarding intellectual property infringement would flow directly from Microsoft. We request that the IFB be amended to reflect the fact that this is intended to result in a reseller agreement.

Answer: The State is changing Section 23 of Attachment A - Contract. See Addendum #3.