



Q&A #3
CATS+ RFP
PROJECT NO. 060B2490023
July 26, 2012

Ladies/Gentlemen:

This list of Questions and Answers #3, questions #170 through #172, is being issued to clarify certain information contained in the above named RFP. The statements and interpretations of contract requirements, which are stated in the following questions of potential Offerors, are not binding on the State, unless the State expressly amends the RFP. Nothing in the State's responses to these questions is to be construed as agreement to or acceptance by the State of any statement or interpretation on the part of the vendor asking the question as to what the contract does or does not require.

170. **Question:** The RFP stated that all goods shall be provided by the selected vendor at invoice pricing. Is this limited to hardware and /or construction supplies and materials or does this requirement also include the standard third party software support that may be provided by the vendor as part of a successful bid?

Answer: Yes. If a vendor buys supplies to support the work under a TORFP (including software), then the vendor may not add a mark-up to that cost. They must just pass the cost that they paid for it onto the State.

171. **Question:** The RFP states that all goods shall be provided by the selected vendor at invoice pricing. Because pricing for goods is not part of the financial submission, does that mean that purchase of goods for a specific project can be priced at prevailing markets costs?

Answer: See Question 170.

172. **Question:** Section 6.8 of the Master Contract states in part, referring to Third Party Intellectual Property.... "Contractor hereby grants, on behalf of itself and any third party licensors, to the State a royalty-free, paid-up, non-exclusive, unrestricted, unconditional, irrevocable, perpetual, worldwide right and license, with the right to sublicense, to use, execute, reproduce, display, perform, distribute copies of, modify and prepare derivative works based upon, such Third Party Intellectual Property as may be necessary for the State to use the Work Product for the purposes for which such Work Product was designed and intended, including, but not limited to, the State's right to provide such Third Party Intellectual Property, in connection with the Work Product, to other third parties" This would appear to compel CATS+ Contractors to grant the

State rights to COTS which it would not have been empowered to do under the typical license rights extended to end users and developers by COTS producers. Please explain how the State expects Contractors to do this.

Answer: Given the vagueness of this question, the State cannot answer this question adequately at this time.