



Q&A #2
COTS 2012 RFP
PROJECT NO. 060B2490021
June 4, 2012

Ladies/Gentlemen:

This list of Questions and Answers #2, questions #8 through #20, 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.

8. **Question:** Section 2.3.2, page 16: What is the time frame and the conditions under which this section applies? Is a refund required only "up front" within (for example) 30 days of original purchase? Or is a refund required at any time during the contract? Is a refund required only if the software packaging has not been opened and the software not used? Or is a refund required after the software has been installed and used?

Answer: Section 2.3.2, page 16 only requires that when the State is due a refund that said "refund be processed within 30 calendar days of receipt of the returned COTS software, the purchase price of the returned COTS software, including shipping costs. The State shall not be charged restocking fees."

9. **Question:** Section 4.4 – Reciprocal Preference, page 29: Please further clarify this section including providing an example of how it would work?

Answer: See BPW Advisory No.: 1996-5 Revised at http://www.bpw.state.md.us/static_files/advisories/1996-5.pdf

10. **Question:** Section 2.4, Functional Area II – Installation and Training Services, page 17: In addition to and/or as an alternative to bidding our own installation and training services, can we bid (resell) installation and training services to be provided by the software manufacturer when these services are offered? Frequently, in our experience, these services when offered by a

software manufacturer are offered for a fixed price, not for an hourly fee. Is it acceptable to bid a fixed price for installation and/or training even though elsewhere you ask for labor rates for these services?

Answer: Pricing details will be determined at the PORFP level.

11. **Question:** Does an Offeror who is a manufacturer who will only be selling their own product have to submit a Manufacturer's Letter of Authorization?

Answer: Yes, please submit a letter on your company letterhead that explains that you will be selling your own product.

12. **Question:** Regarding Attachment D-1 for Functional Area 1: Are Offerors permitted to propose their own brand of software products in addition to any 3rd party software products?

Answer: Yes, you may propose your own brand in addition to any software you are authorized to sell.

13. **Question:** Regarding Functional Area III: Clause 1.1.3: Letters of Authorization – Can MD DoIT please confirm that only one (1) Letter of Authorization from each publisher will be sufficient to cover all Areas (I, II, and/or III)? (Assuming that the letter so specifies)

Answer: This is correct.

14. **Question:** Regarding Functional Area III: Clause 2.5.1: For all software for which Master Contractors will be resellers, the software maintenance support will be the responsibility of the original publisher, not the Contractor. Does MD DoIT understand and accept that only the original publisher of the software is solely responsible for that software maintenance/support? And considering that there will likely be multiple software publishers proposed by the Offeror, does MD DoIT understand and accept that the specifics of such software maintenance is likely to differ between publishers, and therefore a reseller cannot confirm or specify the degree of compliance to the requirements for software maintenance listed under clause 2.5.1?

Answer: The State will deal only with the awarded master contractor.

15. **Question:** If we are responding to all three Functional Areas, do we need to provide three full separate sections including a separate Executive Summary, Offeror General information, Past Performance, etc., for each Functional Area or can we provide all this information once and then provide details for each specific functional area (e.g. create a separate write-up for each functional area)?

Answer: No, please include only one Executive Summary and Offeror General Information section. Offeror proposals should include a separate section for each functional area proposed that details that functional area and your associated work history and references.

16. **Question:** We have limited state of Maryland contracts can we also list Federal contracts?

Answer: Federal experience should be listed under Section 3.4.2.5 A.

17. **Question:** Are you expecting proposers to respond in kind and sequence to each of Section 2.1 through 2.14 in the Technical Proposal? If so, do you have a preference as to where these responses should be placed according to page 26 instructions?

Answer: They should be placed in the response to the applicable functional area.

18. **Question:** RFP Section 3.4.2.3. (A): Should we include descriptions of each product line being proposed here in this section? Would the State like to see product descriptions in Appendices?

Answer: A product line description is not required.

19. **Question:** RFP Section 3.4.2.3 (B): If we are ourselves the manufacturer of the COTS software being proposed, what should we provide here? Is a simple statement to that effect sufficient or should we provide an actual letter?

Answer: See Question 12 response.

20. **Question:** RFP Section 3.5.1: If we are ourselves the manufacturer of the COTS software being proposed, may we simply include our MSR pricing in this section or do we still require a separate price sheet on letterhead pursuant to section 3.5.1 instructions?

Answer: See Question 12 response.