



**DEPARTMENT OF  
BUDGET & MANAGEMENT**

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*CECILIA JANUSZKIEWICZ*  
Deputy Secretary

**QUESTIONS AND RESPONSES # 1  
PROJECT NO. 050R5800203  
Novell Software Reseller  
May 12, 2005**

Ladies/Gentlemen:

This List of Questions and Responses #1 is being issued to clarify certain information contained in the above named IFB. 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 IFB. 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.

Q1. Page 9 Section 2.3.1 (d) Who will provide the contractor with the proper documentation for prepaid products and services purchased under the prior MLA?

**RESPONSE:** After contract award and during the transition period, this information will be provided to the selected bidder.

Q2. Page 10 Section 2.6 What is the difference between Premium Services and optional services (i.e. Technical Support)?

**RESPONSE:** Premium Services is the Novell technical support that is provided to Novell customers that purchase Novell MLA maintenance.

There is not a separate cost for Premium Services. Optional Services are considered upgrades to Novell Premium services. There is a cost associated for that service and Novell Premium Service Options associated with that service. See Addendum #2 for the Attachment K that indicates Novell's current price list for optional premium services and upgrades. The IFB price sheet is also amended to incorporate the bidder's percent discount that would apply to these premium services and upgrades.

Q3. Page 10 Section 2.8.1 please verify that Attachment H, Bid Form, is requesting a fixed percentage for Novell Licenses and Maintenance only and does not include software media or upgrades to the Novell Premium Services.

**RESPONSE:** The Attachment H, Bid Form has been deleted and replaced with a revised Attachment H. See Addendum #2. Section 2.8.1.1 has been added, via Addendum #2, to provide the needed information for Optional Premium Services and Upgrades.

Q4. Page 14 Section 2.12.1 The majority of orders are for licensing and maintenance and there is no physical delivery. Is this section directed towards the delivery of physical media only? If yes, then what requirements will there be for handling electronic delivery?

**RESPONSE:** See Addendum #2 IFB Section 2.10.4.1 has been added to address electronic deliveries.

Q5. Page 14 Section 2.12.3 Is there a limit on the time frame from when the customer purchases the unopened software and allowed to return it for credit? Is this section limited to the end of the Acceptance of Product period?

~Effective Resource Management~

45 Calvert Street • Annapolis, MD 21401-1907

Tel: (410) 260-7181 • Fax: (410) 974-3274 • Toll Free: 1 (800) 705-3493 • TTY Users: call via Maryland Relay

<http://www.dbm.maryland.gov>

**RESPONSE:** There is a limit of ninety (90) days plus an additional thirty (30) days if requested by the customer for a total of one-hundred-twenty (120) days for an acceptance of product period to include any returns as referenced in IFB Section 2.13.3.

Q6. Page 15 Sec 2.14.1 What happens if the SGA or NSGA does not sign and return the accepted MLA order form?

**RESPONSE:** See IFB 2.14.2, for 90 days, plus 30 days extension if requested by the customer, then the contractor will show on their applicable report that the time period for acceptance expired, but the MLA was not signed. Section 2.15-Reports has been amended in Addendum #2 to require that products or services that did not receive a signed MLA for acceptance will be noted.

Q7. Page 16 Sect. 2.15 (m) Does the State require separate subtotals for SGA's and NSGA's?

**RESPONSE:** Yes.

Q8. Page 14 Section 2.12.4 Incorrect orders. The Novell MLA and the SSA do not cover incorrect orders. Is the State of Maryland requesting the Contractor to assume the liability for any incorrect orders? Does Contractor liability also include orders that were incorrectly placed by the SGA and NSGA?

**RESPONSE:** Incorrect orders are covered in this IFB and will be handled the same as noted in Section 2.13 Invoicing and 2.14 Acceptance of Product. See Also Addendum #2. The Contractor is not going to have 'acceptance of product' of course, but the time limits will be adhered to by the State. The Contractor will be notified within 90 days of incorrectly (non-accepted) placed orders, but shall give an additional 30 days if requested by the customer. If the Contractor does not receive notification within the 90 or 120 days (as applicable) then the customer has by default accepted the product. The Contractor will show on their reporting to the State that the product was default-accepted during the applicable time periods.

Q9. Page 15 Section 2.14.2 Acceptance – “Products that do not receive State acceptance after testing or implementation shall be returned to the Contractor within 90 days notification of receipt of product. The Contractor shall issue full credit for product returned within the 90 days.” The State requires a 30 day extension for full credit as well. The Novell MLA and the Novell SSA do not cover an acceptance period on orders. Is the State of Maryland requesting the Contractor to assume full liability during this acceptance period? Is the State requiring the Contractor to provide full credit to the SGA/NSGA at the Contractor's expense?

**RESPONSE:** The State is expecting the Contractor to be fully responsible as outlined within the IFB. It is the Contractor's responsibility in fulfilling orders and coordinating with Novell. Please see Addendum #2 which should answer these questions.

Remember offers are **now due on May 20, 2005** no later than 2:00 p.m. If there are questions concerning this solicitation, please contact me via e-mail at [bbowser@dbm.state.md.us](mailto:bbowser@dbm.state.md.us) or call me at (410) 260-7683 as soon as possible.

Date Issued: May 12, 2005

By <Signed>  
William M. Bowser  
Procurement Officer