



FULLY EXECUTED - CHANGE 4
Contract Number: 4400017907
Original Contract Effective Date: 05/04/2018
Contract Change Date: 03/19/2024
Valid From: 05/01/2018 To: 07/31/2025

All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 163101

Purchasing Agent

Name: Hosler Valarie
Phone: 717-703-2945
Fax: 717-346-3820

Supplier Name/Address:
CDW GOVERNMENT LLC
230 N MILWAUKEE AVE
Vernon Hills IL 60061-4304 US

Supplier Phone Number: 847-371-3117
Supplier Fax Number: 732-380-6623

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Contract Name:
It Hardware - Peripherals-Tablets-Apple

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
------	-----------------------	-----	-----	-------	----------	-------

General Requirements for all Items:

Information:

Supplier's Signature _____
Printed Name _____

Title _____
Date _____



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Header Text

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It Peripherals are for purchase only all other devices are for purchase and lease.

Term of Contract- Three (3) years with options for up to two (2) years

This is a Header contract so there are no line items.This contract will utilize the punch-out catalog in SRM.

11.21.2023 - Commodity Specialist changed to Valarie Hosler. VSH

1.19.2024 - Contract to be extended for one (1) year with additional optional 6-month renewal per sole source 52221. VSH

No further information for this Contract

Information:



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No further information for this Contract

Information:



All using Agencies of the Commonwealth, Participating Political
Subdivision, Authorities, Private Colleges and Universities

Your SAP Vendor Number with us: 163101

Supplier Name/Address:
CDW GOVERNMENT LLC
75 REMITTANCE DRIVE DEPT 1515
CHICAGO IL 60675-1515 US

Supplier Phone Number: 866-833-0362

Supplier Fax Number: 847-990-8039

Contract Name:
It Hardware - Peripherals-Tablets-Apple

FULLY EXECUTED - CHANGE 3 - REPRINT
Contract Number: 4400017907
Original Contract Effective Date: 05/04/2018
Contract Change Date: 05/03/2023
Valid From: 05/01/2018 To: 07/31/2024

Purchasing Agent

Name: Riley Char
Phone: 717-346-4868
Fax: 717-783-6241

Please Deliver To:

To be determined at
the time of the Purchase Order
unless specified below.

Payment Terms
NET 30

Solicitation No.: _____ Issuance Date: _____
Supplier Bid or Proposal No. (if applicable): _____ Solicitation Submission Date: _____

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

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Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 3 - REPRINT

Contract Number: 4400017907

Original Contract Effective Date: 05/04/2018

Contract Change Date: 05/03/2023

Valid From: 05/01/2018 To: 07/31/2024

Supplier Name:

CDW GOVERNMENT LLC

No further information for this Contract

Information:



FULLY EXECUTED

Contract Number: 4400017907

Original Contract Effective Date: 05/04/2018

Valid From: 05/01/2018 To: 07/31/2023

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Jaime Raymond

Phone: 717-346-3827

Fax: 717-783-6241

Your SAP Vendor Number with us: 163101

Supplier Name/Address:

CDW GOVERNMENT LLC
75 REMITTANCE DRIVE, DEPT 1515
CHICAGO IL 60675-1515 US

Supplier Phone Number: 866-833-0362

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Supplier Name:
CDW GOVERNMENT LLC

No further information for this Contract

Information:

**CONTRACT
FOR
INFORMATION TECHNOLOGY HARDWARE**

THIS CONTRACT for the provision of Information Technology Hardware (“Contract”) is entered into by and between the **Commonwealth of Pennsylvania**, acting through the Department of General Services (“DGS”), and CDW LLC dba CDW Government LLC (“Contractor”).

WHEREAS, DGS issued a Request for Proposals for the provision of **Information Technology Hardware** for Commonwealth executive agencies, RFP No. **6100039046** (“RFP”); and

WHEREAS, the RFP consisted of six lots: **Lot 1**, Desktops, Laptops, and Ultra-Portable Laptops; **Lot 2**, Tablets, Rugged Devices and Non-Traditional Desktops; **Lot 3**, General IT Peripherals; **Lot 4**, Apple Devices; **Lot 5**, Server Hardware; and **Lot 6**, Storage Hardware.

WHEREAS, the Contractor submitted a proposal in response to the RFP;

WHEREAS, the Contractor’s proposal was selected for the Best and Final Offer (“BAFO”) phase of the RFP process;

WHEREAS, in response to the DGS BAFO request, the Contractor submitted a BAFO Cost Submittal and a BAFO Small Diverse Business and Small Business Participation Submittal;

WHEREAS, DGS determined that Contractor’s proposal for **Lot 2**, **Lot 3** and **Lot 4**, as revised by its BAFO Cost Submittal Response Template and BAFO Small Diverse Business and Small Business Participation Submittal, was the most advantageous to the Commonwealth after taking into consideration all of the evaluation factors set forth in the RFP and selected Contractor for contract negotiations; and

WHEREAS, DGS and Contractor have negotiated this Contract as their final and entire agreement in regard to providing **Information Technology Hardware** to the Commonwealth for **Lot 2**, **Lot 3 (Primary Supplier)** and **Lot 4**.

NOW THEREFORE, intending to be legally bound hereby, DGS and Contractor agree as follows:

1. Contractor shall, in accordance with the terms and conditions of this Contract, provide **Information Technology Hardware** for **Lot 2**, **Lot 3 (Primary Supplier)** and **Lot 4** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for **Information Technology Hardware Lot 2**, **Lot 3 (Primary Supplier)** and **Lot 4**

in accordance with the terms and conditions of this Contract, which are attached hereto as **Exhibit A** and made a part hereof.

3. The Contractor agrees to provide the Information Technology Hardware listed in its BAFO Cost Submittal Response Template, which is attached as **Exhibit C** and made a part of this Contract, at the prices listed for those items set forth in Tabs Lot 2, Lot 3 and Lot 4 of **Exhibit C**.
4. The Contractor agrees to meet and maintain the commitments to small diverse businesses made in its BAFO Small Diverse Business and Small Business Participation Submittal, which is attached hereto as **Exhibit D** and made a part hereof. Any proposed change to a small diverse business commitment must be submitted to the DGS Bureau of Diversity Inclusion and Small Business Opportunities (“BDISBO”), which will make a recommendation as to a course of action to the Contracting Officer. The Contractor shall complete the Prime Contractor’s Quarterly Utilization Report and submit it to the Contracting Officer and BDISBO within **ten (10) workdays** at the end of each calendar quarter that the Contract is in effect.
5. This Contract is comprised of the following documents, which are listed in order of precedence in the event of a conflict between these documents:
 - (a) The Contract document contained herein.
 - (b) The Standard Contract Terms and Conditions for IT Supplies and Related Services (“Contract Terms and Conditions”) contained in the RFP, attached as **Exhibit A** and made part of this Contract.
 - (c) The Contractor’s Technical Submittal for the awarded lots, attached as **Exhibit B** and made part of this Contract.
 - (d) The Contractor’s BAFO Cost Submittal Response Template, attached as **Exhibit C** and made part of this Contract.
 - (e) The Contractor’s BAFO Small Diverse Business and Small Business Participation Submittal, attached as **Exhibit D** and made part of this Contract.
 - (f) The content of the following correspondence exchanged in negotiations clarification of the final proposal documents, attached as **Exhibit E** and made part of this Contract.
 - Selection for Contract Negotiations Letter from Raymond A. Jaime, dated September 27, 2017; and October 2, 2017 response from the Contractor entitled “IT Hardware RFP 6100039046—Selection for Negotiations.”

- (g) The RFP, including all of the referenced Appendices and as revised by all Addenda issued thereto, attached as **Exhibit F** and made part of this Contract.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have signed this Contract as of the dates written below. Execution by the Commonwealth will be as described in the Contract Terms and Conditions, Section 4, Electronic Signatures.

Witness:

CONTRACTOR:

By: 



Tara K. Barbieri, November 8, 2017

Robert F. Kirby, November 8, 2017

Printed Name/Date

Printed Name/Date

Title Director, Capture

Title Vice President, Government Sales

Tax ID: 36-4230110

SAP Vendor Number: 163101

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer or Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

By: To be obtained electronically
Deputy Secretary for Procurement Date

APPROVED AS TO FORM AND LEGALITY:

To be obtained electronically
Office of Chief Counsel Date

To be obtained electronically
Office of General Counsel Date

To be obtained electronically
Office of Attorney General

APPROVED:

To be obtained electronically
Office of the Budget Date
Office of Comptroller Operations

EXHIBIT A

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: (a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or (b) the “Valid from” date printed on the Contract, whichever is later.

2. EXTENSION OF CONTRACT TERM

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

3. COMMENCEMENT OF PERFORMANCE

(a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:

- (i) the Effective Date has occurred; and
- (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.

(b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. ELECTRONIC SIGNATURES

(a) The Contract and/or Purchase Order may be electronically signed by the Commonwealth.

- (i) Contract. “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.

- (ii) Purchase Orders. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
 - (i) No handwritten signature shall be required in order for the Contract to be legally enforceable.
 - (ii) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (iii) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

5. DEFINITIONS

As used in this Contract, these words shall have the following meanings:

- (a) Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency “.
- (b) Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days: Unless specifically indicated otherwise, days mean calendar days.

- (d) **Developed Materials:** All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- (e) **Documentation:** All materials required to support and convey information about the Services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) **Expiration Date:** The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (g) **Services:** All Contractor activity necessary to satisfy the Contract.
- (h) **Statement of Work:** A document attached to a purchase order from the Contractor which details the Services which will be provided by the Contractor.
- (i) **Supplies:** All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

6. PURCHASE ORDERS

- (a) The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
- (b) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (c) Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

7. INDEPENDENT PRIME CONTRACTOR

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

8. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of Section 22(c). The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

9. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

10. DELIVERY

- (a) Supplies Delivery: All Supplies shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified.

Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

- (b) Delivery of Services: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

11. PRODUCT CONFORMANCE

The Commonwealth reserves the right to require any and all Contractors to:

- (a) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (b) Supply published manufacturer product Documentation.
- (c) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (d) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (e) Provide customer references.
- (f) Provide a product demonstration at a location near Harrisburg or the using agency location.

12. ACCEPTANCE

- (a) Supplies: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within thirty (30) days after notification. Rejected Supplies left longer than thirty (30) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such Supplies, and deduct from any monies due or that may thereafter become

due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

- (b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform with the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

13. REJECTED MATERIAL NOT CONSIDERED ABANDONED

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

14. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

15. MANUFACTURER'S PRICE REDUCTION

If, prior to the delivery of the awarded Supplies by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

16. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

17. WARRANTIES

- (a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.

18. COMPENSATION

- (a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

19. BILLING REQUIREMENTS

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (a) Vendor name and “Remit to “ address, including SAP Vendor number;
- (b) Bank routing information, if ACH;
- (c) SAP Purchase Order number;
- (d) Delivery Address, including name of Commonwealth agency;
- (e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (f) Quantity provided;
- (g) Unit price;
- (h) Price extension;
- (i) Total price; and
- (j) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

20. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the “Bill To “ address if a date on which payment

is due is not specified in the Contract (a “proper “ invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- (b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.
- (c) The Commonwealth will make contract payments through Automated Clearing House (ACH).
 - (i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
 - (ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.
 - (iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 237400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

22. CONFIDENTIALITY

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the applicable document). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to subsection (c) of Section 27, DEFAULT, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
- (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with Services provided to the Commonwealth under this Contract.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (i) Prepare an un-redacted version of the appropriate document, and
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (iii) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

- (iv) Submit the two documents along with the signed written statement to the Commonwealth.

23. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

24. DATA BREACH OR LOSS

- (a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:
- (c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.
- (d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
- (e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

- (f) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this Section 24 in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

25. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

26. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under the Contract shall be limited to the greater of \$250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
 - (i) bodily injury;
 - (ii) death;
 - (iii) intentional injury;
 - (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

- (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.
 - (vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.
- (b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

27. DEFAULT

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - (iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;
 - (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (v) Improper delivery;
 - (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - (vii) Delivery of a defective item;
 - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - (ix) Discontinuance of work without approval;
 - (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

- (xi) Insolvency or bankruptcy;
 - (xii) Assignment made for the benefit of creditors;
 - (xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (xiv) Failure to protect, to repair, or to make good any damage or injury to property;
 - (xv) Breach of any provision of the Contract;
 - (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
 - (xvii) Failure to comply with applicable industry standards, customs, and practice.
- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

28. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to: acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall: (i) describe fully such cause(s) and its effect on performance; (ii) state whether performance under the contract is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting Documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

29. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor thirty (30) days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination to be in the best interest of the Commonwealth. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 30, Contract Controversies, of this Contract.

- (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose
- (c) **TERMINATION FOR CAUSE:** The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law.

- (i) Subject to Section 26, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under subsection (a).

30. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

31. ASSIGNABILITY AND SUBCONTRACTING

- (a) Subject to the terms and conditions of this Section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

32. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

33. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor’s suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the Supplies and Services which are the subject of this Contract.

34. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor,

and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-10—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
 - (i) modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;
 - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

35. OWNERSHIP RIGHTS

- (a) Product License. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) Contractor Intellectual Property. The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (d) Click-Through Terms. The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
- (e) No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

36. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors," each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

37. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- (c) Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 *et seq.*; the *State Adverse Interest Act*, 71 P.S. §776.1 *et seq.*; and the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 *et seq.*, or to breach any other state or federal law or regulation.
- (d) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (e) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 *et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (f) Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- (g) Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- (h) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (i) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - (i) Approved in writing by the Commonwealth prior to its disclosure; or
 - (ii) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - (iii) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (iv) Necessary for purposes of Contractor's internal assessment and review; or
 - (v) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (vi) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

- (vii) Otherwise required by law.
- (j) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - (i) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (ii) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - (iii) Violation of federal or state antitrust statutes.
 - (iv) Violation of any federal or state law regulating campaign contributions.
 - (v) Violation of any federal or state environmental law.
 - (vi) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - (vii) Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
 - (viii) Violation of any federal or state law prohibiting discrimination in employment.

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- (ix) Debarment by any agency or department of the federal government or by any other state.
- (x) Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- (k) If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - (i) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - (ii) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- (l) Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (m) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the [*Governor's Code of Conduct*](#), or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (n) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- (o) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (p) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- (q) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Subsection.
 - (i) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (ii) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- (iii) “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- (iv) “Financial interest” means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (v) “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor’s Code of Conduct, Executive Order 1980-18*](#), the 4 Pa. Code §7.153(b), shall apply.
- (vi) “Immediate family” means a spouse and any unemancipated child.
- (vii) “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (viii) “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

38. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are

under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

39. AMERICANS WITH DISABILITIES ACT

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the **basis** of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subsection (a) above.

40. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
- (d) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- (e) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- (f) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (g) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (h) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (i) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (j) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (k) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

41. INFORMATION TECHNOLOGY POLICIES

Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx#>), including the accessibility standards set out in IT Bulletin ACC001, *IT Accessibility Policy*. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

42. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion,

additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide Services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

43. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx#>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given

to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10](#) Amended (June 2, 2014) *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

44. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 *et seq.*; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 *et seq.*; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

45. POST-CONSUMER RECYCLED CONTENT

- (a) Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.dgs.pa.gov on the date of submission of the bid, proposal or contract offer.
- (b) Recycled Content Enforcement: The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

46. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the “Worker and Community Right to Know Act“ (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1, *et seq.*

- (a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (i) through (iv):
 - (i) Hazardous substances:
 - (1) The chemical name or common name,
 - (2) A hazard warning, and
 - (3) The name, address, and telephone number of the manufacturer.
 - (ii) Hazardous mixtures:
 - (1) The common name, but if none exists, then the trade name,
 - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - (4) A hazard warning, and
 - (5) The name, address, and telephone number of the manufacturer.
 - (iii) Single chemicals:
 - (1) The chemical name or the common name,
 - (2) A hazard warning, if appropriate, and
 - (3) The name, address, and telephone number of the manufacturer.
 - (iv) Chemical Mixtures:
 - (1) The common name, but if none exists, then the trade name,

- (2) A hazard warning, if appropriate,
- (3) The name, address, and telephone number of the manufacturer, and
- (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

47. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

48. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

49. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

50. INTEGRATION

This Contract, including all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

51. ORDER OF PRECEDENCE

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

52. CHANGES

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: (1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; (2) to make changes to the Services within the scope of the Contract; (3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or (4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Section 30, Contract Controversies.

53. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

54. LEASES

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any Supplies covered by the Contract, the Leasing Terms and Conditions, attached hereto as Appendix 1, shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to the Leasing Terms and Conditions. Any items covered by a Lease shall be termed "Leased Property" in the Leasing Terms and Conditions. To the extent that there is a conflict between the Leasing Terms and Conditions and the other terms and conditions of the Contract, the Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

55. INSTALLMENT PURCHASES

- (a) Installment purchase options. To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Purchaser”) the option to pay for any items covered by the Contract in installments over time, Appendix 2, Installment Purchase Terms and Conditions, in addition to the other terms and conditions of the Contract, shall govern the Installment Purchase. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the Purchase Order issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions.
- (b) Assignments. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party (“Initial Assignee”) who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

56. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

57. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE)

- (a) Contractor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies on any Commonwealth agency facilities, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements, a sample of which is attached hereto as Attachment 2 to this Contract's Appendix E, *Software License Requirements Agreement Template*. This sign-off document (a sample of which is

attached hereto as Attachment 3 to this Contract's AppendixE, *Software License Requirements Agreement Template*), will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.

- (b) Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the installation of the Supplies), the Contractor is and shall remain compliant with all applicable state and federal law and policy regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract via Purchase Orders issued under this Contract.
- (c) This Section 57 does not require a Commonwealth agency to exhaustively list the law to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this Section 57 are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in Section 43, Background Checks, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

58. FEDERAL REQUIREMENTS

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document (a sample of which is attached as Attachment 3 to this Contract's Appendix E, *Software License Requirements Agreement Template*, in addition to any applicable requirements of Section 57, Agency-Specific Sensitive and Confidential Commonwealth Data, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the Purchase Order. The Commonwealth

agency will inform the Contractor whether they must execute the sign-off document as required by the federal government.

APPENDIX 1

LEASING TERMS AND CONDITIONS

A. TERM OF LEASE

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the specifications for the procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

B. PAYMENTS

1. Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
 - a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
 - b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
 - c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

C. TITLE

Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
- b. The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. USE AND LOCATION OF, AND ALTERATION TO LEASED PROPERTY

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

E. RISK OF LOSS

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the

Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

F. WARRANTIES

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Section J shall have occurred and be continuing.

G. LIABILITY

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

H. ASSIGNMENT

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.
2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
 - a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
 - b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

I. FINANCING AND PREPAYMENT

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Section B, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

J. REMEDIES FOR DEFAULT

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
 - a. Terminate the applicable Lease.
 - b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased

Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

- c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
2. In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
- a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
 - b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
 - c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

K. PURCHASE OPTION

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

L. EXTENSION

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

M. RETURN OF LEASED PROPERTY

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Section J, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

1. As a matter of policy, the Commonwealth has determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
2. Except in the event of a total loss of any or all Leased Property as described in Section E., and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

N. COMPLIANCE WITH INTERNAL REVENUE CODE

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease

term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

O. GOVERNING LAW

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

P. NOTICES

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

APPENDIX 2

INSTALLMENT PURCHASE TERMS AND CONDITIONS

A. TERM OF INSTALLMENT PURCHASE

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Installment Item in more than one delivery, unless otherwise specified in the Installment Purchase PO, the Purchaser will provide separate Acceptance Certificates for each delivery of the Installment Items, and the Purchaser will make periodic payments for the Installment Items corresponding to the amount of the Installment Items delivered and accepted 30 days prior to the payment due date.

To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

B. PAYMENTS

1. Full Term Intention. The Purchaser shall pay the applicable monthly or annual payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment Items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Purchaser of all further obligations under the Installment Purchase, provided:
 - a. The Purchaser delivers unencumbered title to the Installment Items to the Contractor or Initial Assignee (if applicable);
 - b. The Purchaser returns the Installment Items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

- c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

C. TITLE

Title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment, except as otherwise set forth in the Contract or PO. The Contractor or Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Section I of this Appendix.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
- b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. USE AND LOCATION OF, AND ALTERATION TO INSTALLMENT ITEM

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse or waste the Installment Items and the Purchaser will not allow the Installment Item to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

E. RISK OF LOSS

1. The Purchaser, after acceptance of the installment Items, shall assume and bear the risk of loss or damage to, or theft of, the Installment Items (including all component parts from

any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

- a. to replace the equipment with like equipment, or
 - b. to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the Installment Purchase PO.
2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Section G, below.
 3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G, below.

F. WARRANTIES

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items during the Installment Purchase term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Section J shall have occurred and be continuing.

G. LIABILITY

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees.

This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this section, including but not limited to risks of public liability and property damage.

H. ASSIGNMENT

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment Item without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase PO and Installment Item to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.
2. The Contractor may assign, without Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Item. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Installment Item. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Item and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Installment Item is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Purchaser executes and the Initial Assignee receives an Acceptance Certificate:
 - a. The Purchaser shall, regardless of whether any portion of the Installment Item is unsatisfactory for any reason, nevertheless, continue to make payments under the

applicable Installment Purchase and shall make any claim relating to the Installment Item against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

- b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEM), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE INSTALLMENT ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS OR LOSS OF USE.

I. FINANCING AND PREPAYMENT

1. If the Contractor is not the supplier of the Installment Item, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make rental payments for the Installment Item for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
3. If the Purchaser purchases Contract items related to Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Section B of these Installment

Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

J. REMEDIES FOR DEFAULT

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Installment Purchase Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
 - a. Terminate the applicable Installment Purchase.
 - b. Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee, at its option, may, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
 - c. Recover from the Purchaser all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the Contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the Federal Reserve Board's Internet website at <http://www.federalreserve.gov/>.
2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
 - a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for that Installment Item

which has been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

- b. The Purchaser may cancel, without liability for payment, its order for any Installment Item which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual amount of Installment Items which was delivered and accepted. If no Installment Items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- c. If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the Contractor's default against its obligation to make payments.

K. COMPLIANCE WITH INTERNAL REVENUE CODE

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not permit, during the Installment Purchase term, the Installment Item to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
2. Governmental status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser, upon demand, will pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

L. GOVERNING LAW

All Installment Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

M. NOTICES

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

**APPENDIX D - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
OA – OFFICE OF INFORMATION TECHNOLOGY
RFP# 6100039046**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	CDW Government LLC
Offeror Mailing Address	230 N. Milwaukee Ave Vernon Hills, IL 60061
Offeror Website	www.cdwg.com
Offeror Contact Person	John Moss
Contact Person's Phone Number	312.547.2453
Contact Person's Facsimile Number	847.968.0978
Contact Person's E-Mail Address	johnmos@cdw.com
Offeror Federal ID Number	██████████
Offeror SAP/SRM Vendor Number	163101
Lot(s) You Are Proposing On:	
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops	<input checked="" type="checkbox"/>
2 - Tablets, Rugged Devices, and Non-Traditional Desktops	<input checked="" type="checkbox"/>
3 - General IT Peripherals	<input checked="" type="checkbox"/>
4 - Apple Devices	<input checked="" type="checkbox"/>
5 - Server Hardware	<input checked="" type="checkbox"/>
6 - Storage Hardware	<input checked="" type="checkbox"/>

Submittals Enclosed and Separately Sealed:	
<input checked="" type="checkbox"/>	Technical Submittal Response Template
<input checked="" type="checkbox"/>	Small Diverse Business Participation Submittal
<input checked="" type="checkbox"/>	Cost Submittal Response Template

<div style="background-color: black; width: 100px; height: 30px; display: inline-block;"></div> Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's submittal:	
Printed Name Robert F. Kirby	
Title Vice President, Government Sales	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

Appendix H: Technical Submittal Response Template

Business Proposal

Instructions: Fill out the yellow shaded areas or where an Offeror Response is indicated. This section contains questions related to general supplier information. The Commonwealth would like to understand your company's background and financial stability.

Offeror Name: CDW Government LLC

General Questions and Supplier Stability

1. Provide the name, title, street address, city, state, zip code, e-mail address, and telephone numbers (including mobile) of the primary contact person for this RFP.

Name of Primary Contact	John Moss
Title	Proposal Specialist
Address	120 S. Riverside
City	Chicago
State	IL
Zip Code	60606
Email Address	johnmos@cdw.com
Telephone	312.547.2453
Mobile	773.895.0132

2. Please provide the following corporate information.

Primary Line of Business:	Integrated Information Technology Solutions Provider
Type of Business Organization (e.g. LLC)	LLC
# of years in business:	CDW Government LLC (CDW•G): 19 CDW: 33
# of employees:	CDW•G: 4,300+ CDW: 8,600+
Annual Revenue for 2015:	CDW: \$12.9 billion
Annual Revenue for each of the last 5 years:	CDW (in billions) 2015: \$12.9 2014: \$12.1 2013: \$10.8 2012: \$10.1 2011: \$9.6

Annual Revenue from Public Sector Clients for 2015:	\$5+ billion
Name of Parent Company, if any:	CDW LLC
Name of Subsidiaries, if any:	CDW Government LLC has no wholly owned subsidiaries

3. *Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Attach your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.*

We will be here to support the Commonwealth in every way possible throughout the life of this contract and beyond. We believe the major factor that ensures our financial stability and separates us from our competitors is the balanced approach to our business.

- **We don't rely on any one customer.** In our U.S. business, which represents over 90% of our revenues, we currently have five dedicated customer channels: medium/large business, small business, government, education, and healthcare, each of which generated over \$1 billion or more in net sales in 2015
- **We don't rely on any one partner.** In 2015, we generated over \$1 billion of revenue from each of four vendor partners and over \$100 million of revenue from each of 11 other vendor partners.
- **We don't rely on any one solution.** Our sales span a number of categories including Miscellaneous Hardware (36.6%), Software (16.7%), Notebooks/Mobile Devices (19.6%), Netcomm Products (14.7%), Services (3.7%), and others.

The Commonwealth can rest assured that the scale and diversity of our customer channels provide us with multiple avenues for growth and a balanced customer base to weather economic and technology cycles. We are confident you will find we continue to possess the financial capability to assure good faith performance on contractual commitments with the Commonwealth.

As CDW•G is the subsidiary of CDW LLC, which is a subsidiary of CDW Corporation, a publicly traded company, please visit our Investor Relations page for our company's financial statements and records and additional information on our financial stability and economic capability:

<http://investor.cdw.com/sec.cfm>

4. *Is your firm's primary line of business in the area of Information Technology Hardware and Services? Indicate with an "X" below:*

Yes No

5. Are there other related lines of business that your firm is engaged in? If so, please list and describe.

CDW•G is not engaged in other related lines of business at this time.

6. Are major changes (acquisitions, re-structuring, alliances, joint ventures) taking place in your organization? Please provide your answer as succinctly as possible since we are only asking for very critical business changes that might significantly impact our evaluation of your company/proposal.

As of the date of submission, to its knowledge CDW•G does not have a current plan for material acquisitions, re-structuring, alliances, and joint ventures that would have an adverse impact on our proposed solution for the Commonwealth of Pennsylvania.

7. Who are your five largest customers? Please state the % of your revenue derived from your top 5 customers. Please list the % for each of your top 5 customers separately. (e.g., customer 1 - X%, customer 2 - Y%, customer 3 - Z%).

Customer Name	2015 Revenue from Customer (\$)	% of Revenue derived from Customer
Illinois Department of Central Management Services	\$41,309,256	Confidential
Minnesota Department of Administration	\$16,933,783	Confidential
Pennsylvania Office of Administration	\$15,915,520	Confidential
Texas Department of Information Resources	\$11,614,455	Confidential
Georgia Department of Administrative Services	\$10,106,983	Confidential

8. **Objections and/or additions to standard Terms and Conditions and / or SLAs.** Please document any objections and/or requested additions to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix E, Software License Requirements Agreement Template, and Appendix K, Service Level Requirements** here. Please attach redlined versions for all Appendices A, E, and K that you take exception to.

CDW•G does not have any objections and/or requested additions to the Commonwealth's standard Terms and Conditions and/or SLAs as found in Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix E, Software License Requirements Agreement Template, and Appendix K, Service Level Requirements.

9. **Emergency Preparedness.** Referencing RFP Part IV, Section IV-3 I, Emergency Preparedness, please describe your company's emergency response continuity of operations plan specific to this Lot. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:

a) *Employee training (describe Offeror's training plan, and how frequently it will be shared with employees)*

CDW issues annual brochures, pocket cards, and vinyl stickers to all coworkers regarding our Business Continuity Program. Emergency Response Team members are trained annually to ensure preparedness and to incorporate new best practices. Please find a copy of our 2017 Business Continuity Program Overview in the Appendix of this section.

b) *Identified essential business functions and key employees (of yours) necessary to carry them out*

CDW•G has Security, Safety, and Business Continuity Teams to carry out essential functions.

c) *Contingency plans for:*

i.) *How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.*

CDW has an Infectious Disease Plan in place in the event of illness incapacitating key employees.

ii.) *How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.*

CDW employees will carry out essential functions through remote access and shifting work load to our other offices in different regions in the event contagion control measures prevent our employees from coming to the primary workplace.

d) *How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.*

CDW has a third party emergency communication system called MIR3 available to communicate with staff and suppliers in the event our primary communications systems are overloaded or otherwise fail.

e) *How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.*

CDW conducts table top exercises twice a year for business continuity. We test Disaster Recovery plans annually for complete fail over. We do not use a third party to regularly test plans, but they have assisted us on a cyberattack exercise last year.

Technical Submittal Response Template

Instructions: Fill out the yellow shaded areas or where an Offeror Response is indicated, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for which you are submitting a proposal.

Offeror Name:

CDW Government LLC

Please indicate below with an "X" the Lots for which your company is submitting a proposal:

- a. Lot 1 – Desktops, Laptops, Tablets, Ultra-Portable Laptops
- b. Lot 2 – Tablets, Rugged Devices, Non-Traditional Desktops
- c. Lot 3 – General Information Technology Peripherals
- d. Lot 4 – Apple Devices
- e. Lot 5 – Server Hardware
- f. Lot 6 – Storage Hardware

Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops.

All your answers in this section should be specific to Lot 2.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

CDW•G understands the Commonwealth of Pennsylvania is seeking information technology Offerors with deep public sector experience and an expertise on emerging technologies to

provide hardware as well as associated installation, asset management, service integration and support services to meet your Tablets, Rugged Devices and Non-Traditional Desktops needs.

We understand that the Commonwealth is seeking Offerors with extensive resources who can help contain costs and provide the best value.

We understand that the Commonwealth is seeking Offerors committed to the participation of Small Diverse Businesses and Small Businesses in delivering the hardware and services requested in this Lot, whether as the prime contractor or as a subcontractor.

We understand the Commonwealth is seeking Offerors with the flexibility and know-how to develop a custom solution that aligns with your strategic objectives of streamlining contract management; increasing ease of maintenance, support, and evaluation; lowering organizational complexity; transitioning to a more mobile workforce; and enhancing accessibility options.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Introduction

IT solutions can get pretty complex at times, but procuring them shouldn't have to be. The Commonwealth can get the best value out of your IT Hardware and Services investment by selecting an experienced partner with the resources, flexibility, and know-how to provide an integrated solution. This approach will meet your IT needs while helping to contain costs and aligning with your strategic objectives.

CDW•G prides itself on being that partner. Created almost 20 years ago to focus solely on the needs of government, education, and healthcare customers, we can orchestrate a superior integrated IT Hardware solution for the Commonwealth.

As the current provider and contract holder for several Commonwealth contracts, including the Personal Computing Devices, Monitors & Services, CDW•G has unique and proven experience in addressing the needs of the Commonwealth. We are familiar with your product, contract, and reporting requirements, including already doing the reporting requested by this RFP.

With a staff of over 8,600 coworkers across CDW, nearly 50 in Pennsylvania, and more than 15 coworkers dedicated to this account, CDW•G is that IT solutions provider able to give local-level attention supported by national-level resources. For this Tablets, Rugged Devices and Non-Traditional Desktops Lot, we have chose to partner with world-class IT trend-setter Dell EMC and Small Diverse Business Adept Consulting Services, Inc, a local services provider with 15 years of experience serving Commonwealth agencies.

We get that it takes orchestration to deliver IT solutions for large and complex organizations. We are currently doing business with all 50 states, and with every State agency and County class within the Commonwealth.

However, we are not ones to rest on our laurels. We are always looking toward the future. Recently named Dell EMC's 2015 Americas Emerging Technology Partner of the Year, we understand innovation, modernization, and technology's ever-evolving role in achieving net benefits for our customers.

We propose that our integrated solution approach across all six Lots will help to contain costs and align with your strategic objectives. Whether it's the ability to procure tablets from Lot 2 of this RFP with peripherals in Lot 3 all in a single purchase order, or laptops from Lot 1 with servers in Lot 5, or any type of combination, CDW•G can simplify procurement by being flexible, making our solution truly a best value.

Your Dedicated Account Team

We know how important CDW•G's ease of communication and contract management has been to the Commonwealth in the past and will continue to be in the future.

To ensure the Commonwealth's needs are met quickly, easily, and accurately over the course of this contract, Sr. Account Manager Ryan O'Donnell, with over 5 years' experience working with the Commonwealth, will be its single point-of-contact.

For managing this contract, Deputy Program Manager Yolanda Blomquist has deep experience with large contracts for the Commonwealth, including the Personal Computing Devices, Monitors & Services agreement. She currently prepares quarterly reports and addresses the Commonwealth's reporting needs.

In addition to Ryan and Yolanda, our Commonwealth dedicated sales account team includes:

- Nick Larocca
- Erik Joss
- Alexa Sharrar

We will also leverage our leadership and engineering resources in the following services practices:

- Cloud
- Collaboration
- Data center

- Mobility
- Networking
- Print Solutions
- Security

Your CDW•G team is ready to support this account, and we will continue to deliver the same focused customer experience the Commonwealth has known throughout our trusted relationship.

Advantageous Partnership

CDW•G also gets that the Commonwealth expects more from its vendor partner than just the latest technology. To fulfill its goals and strategic objectives, the Commonwealth needs a vendor partner with the vision to see the solution both today and in the years ahead.

We can leverage our industry relationships, both with the leading OEMs like Dell EMC who build the devices, and also with partners who may not be directly requested in this RFP, such as Microsoft and Intel, but who will continue to shape and drive IT industry standards for the length of this contract. Because of these relationships, CDW•G has the ability to procure the leading technology and the flexibility to refresh existing infrastructures when needed.

For the Commonwealth's Tablets, Rugged Devices and Non-Traditional Desktops solution, we have chosen to partner with world-class manufacturer Dell EMC and the Small Diverse Business Adept Consulting Services, Inc ("Adept"). From design and implementation to configuration and optimization, we have the right team in place to orchestrate a solution that will satisfy not only the Commonwealth's current requirements, but anticipate its future needs.



When you need IT, trust the People Who Get IT. As a leading provider of IT products, services, and integrated systems, CDW•G is an expert at procurement, configuration, installation, and additional lifecycle management services.

A key benefit for the Commonwealth of working with CDW•G is our ability to provide Integrated Solutions across the IT spectrum through strong strategic partnerships, large on-site inventories, on-line procurement, efficient operations, technical expertise and commitment to each of our customers.

We currently offer more than 100,000 products from more than 1,000 manufacturers and software publishers. CDW•G's blended approach to procuring products includes our \$220 million of inventory in our two ISO 9001:2008-certified distribution centers, which have nearly one million square feet of distribution space combined. These processes enable a fast turnaround so that customers are able to utilize their products quickly.



Dell Technologies is a leader in numerous high-growth areas of the \$2 trillion information technology market, with a portfolio, sales team and R&D organization across four globally recognized technology franchises – servers, storage, virtualization and PCs.

- Dell Technologies is a market leader in the most significant product segments, #1 as defined by IDC, and positioned as a “Leader” in 20+ Gartner Magic Quadrants.
- Dell Technologies is a leader in multiple market segments including large enterprises and organizations, mid-market, small business and consumers through a powerful go-to-market organization. The company also has a world-class channel program supporting partners, resellers, systems integrators, service providers and distributors.
- Dell Technologies serves an expanded market with the industry’s broadest portfolio, leveraging EMC’s leadership in research and development & innovation and Dell’s world-class supply chain operations.
- Dell Technologies has 140,000 employees, with over 40,000 sales professionals and 30,000 full time customer service and support professionals.
- Dell Technologies Dell is firmly committed to the Dell End-User computing business. In 2016, Dell received over 1,100 global Client Solutions awards, and Dell has experienced 14 consecutive quarters of worldwide growth in PC unit share.



- We are Dell’s #1 Partner Worldwide
- We are a Dell Titanium Black Partner
- We are the only stocking Dell reseller

Dell Support in CDW•G

- 130 Server and Storage Technical Solution Consultants

- 90 Networking Technical Solution Consultants
- 8 Dell Funded CDW Enterprise Solution Group (ESG) badged
- Pre-sales Technical Partner Specialists
- 6 Dell Badged Solution Consultants
- 7 Dell Badged Technical Sales Rep (TSRs)
- 8 Dell Channel Account Managers
- 26 Dell Inside Sales Reps (ISRs)
- Dedicated Dell account managers on staff at CDW•G locations
- CDW field support available for accounts that are ISR led

CDW•G & Adept

In an effort to provide the Commonwealth with a “best value” solution, CDW•G and Adept have developed a strategic partnership for this contract. The CDW•G-Adept team combines the national presence and clout of CDW•G with Adept’s local support infrastructure, Project Management Office (“PMO”) team, and 15 years of experience serving the Commonwealth.

Adept’s PMO track record with the Commonwealth has resulted in over 450 successful custom technology deployment projects, working with all Commonwealth agencies, over 500,000 systems installed, deploying services to all 67 counties, and over 3000 Commonwealth locations.

This structure brings the Commonwealth the products and services you need, and provides a knowledgeable and engaged presence right in your neighborhood.

Solution

Dell EMC’s tablets, rugged devices and non-traditional desktops are designed to deliver a variety of desktop and mobile systems that can be configured to meet the Commonwealth’s specific needs for performance, functionality and management. Dell EMC client products offer the Commonwealth a competitive edge for today’s requirements while providing the tools needed for tomorrow’s challenges.

The Commonwealth can depend on their Dell EMC hardware to be the most secure, reliable, and manageable end user computing products in the industry.

Desk Centric

Corridor Warrior

Remote

On-the-Go

			
<p>Works at their own desk in the office more than 50% of time.</p>	<p>Works away from their own desk more than 50% of the time, working from multiple locations.</p>	<p>Works full-time outside of the company building(s)/campus - from home or another location.</p>	<p>Works more than 50% of the time away from the office, traveling and going to off-site meetings.</p>
<p>Sample roles: Admin staff/exec support, Helpdesk/Customer Support, Engineers, Programmers, R&D</p>	<p>Sample roles: Managers to high-level executives, Marketers, IT staff, Professors, Warehouse manager, Nurse</p>	<p>Sample roles: Data/Claims processing, Event workers, Sales professionals, Consultants</p>	<p>Sample roles: High/mid-level executives, Sales executives, Field Services professionals</p>
<p>Applicable Systems:</p> <ul style="list-style-type: none"> • Latitude 11 3000 Series • Precision Tower 5810/7810 • OptiPlex 3030/9030 AIO • OptiPlex Micro 3020/9020 • OptiPlex 7020 MT 	<p>Applicable Systems:</p> <ul style="list-style-type: none"> • Latitude 14/15 5000 Series • Latitude 14 7000 Series • Latitude 13 7000 2-in-1 • Chromebook 13 • Venue 11 Pro Tablet 	<p>Applicable Systems:</p> <ul style="list-style-type: none"> • Latitude 14 7000 Series • Latitude 15 5000 Series • Precision M3800 • OptiPlex 3020/9020 Micro 	<p>Applicable Systems:</p> <ul style="list-style-type: none"> • Latitude 12 7000 Series • XPS 13 • Latitude 12/14 Rugged Extreme • Latitude 12 Rugged Tablet • Venue 10 Pro/8 Pro Tablet
<p>Peripherals: Monitor(s), Wireless keyboard & mouse, Wireless headset, Noise-cancelling headphones</p>	<p>Peripherals: Monitor, Wireless docking station, Wireless keyboard & mouse, Wireless headset, Laptop sleeve/bag, Extra power supply</p>	<p>Peripherals: Monitor, Wireless keyboard & mouse, Lync headset, Charging hub, Hotspot, Laptop sleeve/bag, Extra power supply</p>	<p>Peripherals: Monitor, Wireless keyboard & mouse, Portable projector, Charging hub, Hotspot, Laptop sleeve/bag, Extra power supply & battery</p>

Manageability

Dell offers **the world's most manageable client devices** by building unique systems management capabilities into Latitude, OptiPlex Dell Precision and Dell Venue Pro 11 systems combined with Dell Client Command Suite, free automation tools that help automate remote system management.

Dell goes above and beyond with:

- **Best integration of monitoring of Power, Inventory, and Warranty** - Dell Power Manager, inventory tracking for hardware & software, warranty reporting
- **Most Generations of Updates** - Full support over the depreciated lifetime. Ex. Dell Driver CABs are supported for five generations of Dell Latitude – longer than any other hardware provider. Out-of-band remote manageability with four unique functions:
 - Update one time for multiple systems (our 1-to-many advantage)
 - Remote BIOS management
 - Remote hard drive wipe
 - Remotely adjust power settings

Dell's exclusive client systems management technologies are designed to drive efficiencies and lower TCO throughout the systems lifecycle.

Security

Endpoint security and compliance don't have to be difficult or disruptive. Dell's **industry-leading endpoint security solutions protect the Commonwealth's data wherever it goes** while seamlessly integrating into customer's IT processes and enabling end users to work the way they want, on the devices they want.

- Dell delivers the industry's **most comprehensive data protection for securing end user data on** any device, external media, and in the cloud.
- Dell's solutions enable end users to work with the tools they know and love without interruption or compromised performance.
- **Only Dell gives IT an easy way to deploy and centrally manage all their endpoint security** and compliance needs without disrupting their existing processes, such as patch management.
- Finally, **only Dell provides proactive malware protection on every commercial PC** to stop even the most advanced attacks in their tracks.

Dell Data Protection | Encryption solutions flexibly scale to fit customer needs, including the highest level of protection (FIPS 140-2, level 3), and **Dell offers the broadest range of fully-integrated advanced authentication solutions**, such as FIPS-certified smart card and fingerprint readers, for stronger protection against unauthorized users.

Reliability

A consistent, reliable experience is central to end-user productivity. Dell offers outstanding reliability, with products that are designed, tested and engineered to deliver a flawless experience every time.

- Dell is the only vendor using Corning Gorilla Glass across commercial laptops and workstations. It has 10x the scratch resistance; it is further tested against bending and has the brightest viewing experience.
- All components and systems go undergo rigorous reliability testing, also known as highly accelerated life tests.

Further, we have orchestrated our custom Tablets, Rugged Devices and Non-Traditional Desktops solution to meet the Commonwealth's needs today and align with its Strategic Objectives going forward.

Streamlined contract management

CDW•G offers a unique customer service asset through our Program Manager Yolanda Blomquist. You may not be aware since you have been partnering with CDW•G for many years on many different contracts, but some vendors, even large resellers do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting.

We get that contracts are serious commitments, and at CDW•G, we honor our commitments. Yolanda has over 10 years' contract management experience and has been supporting the Commonwealth for almost all of that time.

Unlike vendors who may be unfamiliar with the Commonwealth, and as a result require a longer contract ramp-up time, partnering with CDW•G means "business as usual." We already have the resources in place to deliver superior service and support from Day 1 of this new Tablets, Rugged Devices and Non-Traditional Desktops contract.

Increased ease of maintenance, support, and evaluation

For your tablets, rugged devices and non-traditional desktops, the Commonwealth will be on Dell EMC's ProSupport warranty. Dell EMC's ProSupport delivers services through pre-packaged needs-based services and the "one relationship" support service.

- Consistent Portfolio that Simplifies Your Support Experience
 - Single point of contact / accountability for service management – for the Commonwealth this will be Matt Day, Account Executive for Dell EMC.
 - Proven operational capabilities – globally aligned people, processes, infrastructure built for speed of resolution and ease of use
- Proven Fast Response
 - Mission Critical response, Real-Time Tracking with crisis and dispatch management
 - Direct access to Dell EMC Expert Center technicians
- Clear Choices Based on Who You Are & How You Use Technology
- Direct Relationship
 - Detailed knowledge of customer locations, systems, images, etc.
 - Global Command Centers event monitoring and planning - proactive and reactive support during major events or natural disasters

With Dell ProSupport, the Commonwealth will also have access to Dell EMC's team of Technical Account Managers. These technical resources will organize and actively manage resolution of any critical incidents. They will also provide IT advisory services to improve service, communicate best practices for support on Dell EMC equipment, and analyze support. The Commonwealth's point of contact here will be Joulain Wilmer, Technical Account Manager.

In addition, your team of account representatives will provide product lifecycle information to help you make informed decisions on upgrades, expansions, retirement and other methods of updating the existing desktop or laptop environment.

The Commonwealth will benefit from our direct relationship with Dell EMC and other IT heavyweights who drive industry standards, which allows us to stay on top of how releases and announcements will affect the Commonwealth's current assets.

Furthermore, you can depend on CDW•G's on-site Dell EMC representatives, additional resources that will help process requests. Your account team will work with these resources and directly with the manufacturer to review product roadmaps, identify new models and develop a transition plan for new technologies. The CDW•G team can also schedule quarterly conference calls with Commonwealth agency IT staff to help advise them on any major manufacturer announcements or roadmap changes.

Through our relationships and resources, we can support an organization the size of the Commonwealth in ways other vendors can't.

Lower organizational complexity

Personnel

The CDW•G account team is the center of the customer service experience. Agencies should always contact their dedicated account team with any issues or inquiries. The account team evaluates the issue and determines the best next steps. Account representatives will bring in the appropriate resources, such as their sales manager Mike Truncone, a dedicated Dell EMC support coworker, Dell EMC's technical or warranty support, or CDW•G Customer Relations.

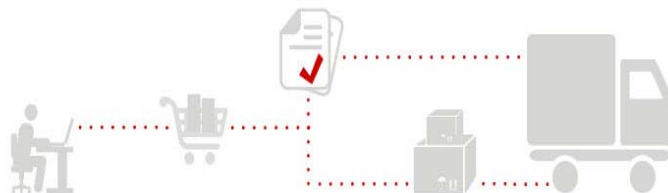
Additionally, through our partnerships with both Dell EMC and Adept, the Commonwealth will benefit from a simplified approach to multiple, complex projects: you can expect the same OEM in Dell EMC and the same project management team in Adept.

Procurement

The Commonwealth will benefit from CDW•G's ability to streamline your procurement. We already have a punch-out site in place for your IT Peripherhals needs. We can expand that punch-out site to cover the different Lots requested in this RFP and are flexible to include any additional categories that may come up later.

We have the ability to incorporate procurement features such as Electronic Data Interchange and automatic invoices across the different Lots. This approach will allow your agencies to combine complex IT projects all onto one site. For example, a new building that needs laptops, peripherals, and servers can all be placed on a single purchase order with CDW•G.

For us, it's not a question of integration, but customization, how we can further tailor your ordering process to make IT procurement as simple and easy as possible.



The Commonwealth also has access to your CDW•G Account Center, which is a suite of website features and information designed to make IT purchases easy. Authorized users and administrators will benefit from an easier and more cost-effective method of ordering, tracking, and managing IT purchases. Administrators will benefit from enhanced product and pricing standardization, purchase approval processes, and asset management.

Your CDW•G Account Center is free of charge and taps into the features and information that make IT purchases easy. Your Account Center is accessible 24 x 7. Use it to:

- Connect with account representatives and a team of specialists
- Maintain consistent, contract-compliant pricing
- Create and retrieve quotes and collaborate with your account manager
- Promote IT standards
- Track orders and shipments
- Manage purchases and payments
- Set shipping and billing preferences and manage contact information
- Control access to features and information throughout your organization

Integrated Solution

Rarely does an IT solution fit neatly into just one category, or just one Lot. Orchestrating the right technology often requires an integrated approach. CDW•G can save Commonwealth agencies time and money with our Integrated Solutions capabilities, the ability to procure laptops from Lot 1 of this RFP with peripherals in Lot 3 all in one order, all on one punch-out site.

Some providers may know one Lot but not the others. CDW•G can help the Commonwealth with its strategic objective of lowering organizational complexity by being that expert singular resource: That partner across all Lots.

Transition to a more mobile workforce

As technology is connecting more people than ever before, organizations are beginning to realize the benefits of mobilizing their workforce.

With extensive experience and close relationships with leading industry partners, CDW•G gets mobility. We can offer the Commonwealth strategy workshops to help define your mobility vision and create a roadmap to bring it to life.

PEOPLE WHO GET IT

When you work with CDW, you're backed by a team of experts who are here to support every facet of your mobility solution.

100+
SECURITY
ENGINEERS



50+
SECURITY
SOLUTION
ARCHITECTS



30+
CERTIFIED
MOBILITY AND
SECURITY
SPECIALISTS



CDW•G can help the Commonwealth see the big picture and develop a mobility strategy that keeps key considerations in mind such as:

- Infrastructure
- Network
- Collaboration Tools
- Security

Enhanced accessibility options

The Commonwealth's commitment to enhanced accessibility options will benefit from a CDW•G and Dell EMC solution for its Tablets, Rugged Devices and Non-Traditional Desktops. We are able to offer the Commonwealth:

- Tools for the visually impaired include screen-reading software and Braille PDA devices
- Dell assists users who have auditory impairments with the use of light and listening devices
- Dell assists users who have physical disabilities with adjustable hardware and gross/fine motor-skills hardware.

Dell EMC has also teamed up with Electronic Vision Access Solutions ("EVAS), an industry-leading provider of Accessible Plug & Play Computers, to create computer systems designed specifically for people who are visually-, physically-, hearing-, or learning-disabled. EVAS offers a wide range of access-technology products for people with disabilities. These include speech synthesizers, screen readers, refreshable Braille displays, Braille printers, large-print software, CCTVs, OCR reading systems, specialized keyboards, ability switches, TTY devices, and voice-recognition software.

Conclusion

As a company, CDW•G has a longstanding relationship with the Commonwealth. Our history implementing rollouts on the Personal Computing Devices, Monitors & Services contract, and really all of the contracts we've held with the Commonwealth, means we have deep knowledge from this in-depth experience to expertly deliver on the Commonwealth's Tablets, Rugged Devices and Non-Traditional Desktops needs.

And by partnering with CDW•G for this Lot and all of your IT hardware and services needs, the Commonwealth will profit from end-to-end benefits. Because selecting the right IT solution is only part of it. The Commonwealth knows you need a trusted partner who will simplify the IT procurement process and be right there with you for the full lifecycle of your IT initiative.

CDW•G strives to be that trusted partner. We will continue to remain ahead of the curve with marketplace changes and emerging technologies, expand and enhance our value proposition through contract and asset management, and better serve your ongoing technology needs.

3. **PRODUCT DESCRIPTIONS.** Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Tablets: **Dell Latitude 5285**

The Latitude 5285 is a 12.5" 2 in 1 device that provides the performance of a laptop with the flexibility of a tablet. Designed to be powerful, secure and last all day. This 2-n-1 device provides the performance of a laptop and flexibility of a tablet. It weighs less than 2lbs and is built with the latest 7th Gen Intel® Core™ Processors, best in class materials and components that are cool to the touch and reliable.

Flexibility abounds through its chassis design, travel keyboard and connectivity options. The unique auto-deploy kickstand extends up to 150 degrees for multiple viewing angles and connectivity options including 2x2ac Wi-Fi, a USB 3.0 port, 2 USB Type-C ports, optional 4G/LTE and optional WiGig support keeps you productive.

Relax knowing that this 2-n-1 laptop is the world's most secure featuring optional multi-factor authentication including touch finger print reader, contactless FIPS 201 Smart Card Reader, contactless smart card reader/NFC with Control Vault 2™ FIPS 140-2 Level 3 certification.

Rugged Devices:

Rugged Laptop: Dell Latitude 14 Rugged 5414

Latitude 14 Rugged 5414 powered by Intel® Core™ processors. Built from the same rock-solid DNA as our Latitude Rugged Extreme, trust the security, manageability and reliability that never settles for “good enough.” The Latitude 14 Rugged notebook is independently tested and certified to military standards including drops up to 3 feet as well as an IP52 certification for protection from the ingress of dust and water. Dell provides absolute peace of mind with the easiest rugged products to own. Stay in control with the most secure, manageable rugged notebooks, featuring industry-leading endpoint security solutions that include comprehensive encryption, advanced authentication and leading edge malware protection.

Rugged Tablet: Dell Latitude 12 Rugged Tablet 7202

The Latitude 12 Rugged Tablet 7202 is engineered and tested to excel in the most extreme work environments. As a Latitude, IT can manage and secure your Rugged Tablet the same way that they manage other devices. With Dell Client Command Suite6, it’s easy to automate and streamline deployment, monitoring and updates, even in complex IT environments.

Non-Traditional Desktop: Wyse 5060 Thin Client

The Wyse 5060 is a highly efficient thin client with excellent multimedia capabilities and essential peripheral support, delivering an excellent virtual desktop experience, with extreme ease of use & management. It incorporates a high performance AMD 2.4GHz quad core processor and supports dual 4K displays for graphics-rich applications. The Wyse 5060 offers robust connectivity options with 6 USB ports, two of which are USB3.0, wired and wireless network (optional) connections. The Wyse 5060 thin client is easy to manage and secure with access to the a complete service portfolio.

For more detailed technical specifications, please refer to the Appendix.

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope	Oregon IT HVAR # 5603 -Hardware	MA ITC47 - Hardware	NJ NASPO Hardware
Client Name	Oregon Dept of Justice	MA Executive Office of Health and Human Services	New Jersey Motor Vehicle Commission
Contact Name	Adriana Houghton	James Ganoe	Marc Castadot
Contact Title	Contract and Procurement Specialist	Deputy Director IT Technical Operations	IT Program Manager
Address	1162 court St NE Salem, OR 97301	100 Hancock Street Quincy, MA 02171	225 East State Street Trenton NJ
Email	adriana.houghton@doj.st	James.Ganoe@MassMail.S	Marc.castadot@mvc.nj.gov

	ate.or.us	tate.MA.US	
Telephone #	503.378.5483	978.551.2274	609-777-4224
State Government? Y/ N	Y	Y	Y

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

We believe that if we strive for perfection, we achieve excellence. Because of this belief, we constantly assess our strengths and opportunities for development. It was through this ongoing assessment that CDW•G was born. We realized that no reseller or IT solutions provider, including ourselves, was giving our public sector customers the segment-specific support they needed. CDW•G was founded in 1998, nearly 20 years ago, to focus solely on the needs of our government, education, and healthcare customers.

When allocating resources, some providers don’t make the distinction between their public and private sector customers. CDW•G does. We have almost 700 account managers who provide a direct pipeline to public sector customers across the country. These account managers are further broken down by vertical: we have more than 200 account managers dedicated just to state and local government customers, almost 300 for K-12 customers, and 150 in higher education.

Beyond their verticals, our account managers are then even further specialized by working with customers only in a certain geographic region. This specialization allows our account managers to develop personal relationships with customers and focus on the issues faced by customers in that vertical and location. They become experts at what our customers really need and are able to give expert advice whenever a customer is considering an IT purchase.

CDW•G has business relationships with all 50 States in the United States. We have a strong record of successful IT deployments with the Commonwealth.

For example, we worked with the Pennsylvania State Police to outfit their patrol cars with laptops, along with mounting equipment and docks. We partnered with a 3rd party to install and integrate this solution in locations across the Commonwealth.

We delivered the project three months ahead of schedule, providing the Commonwealth big cost savings from the original contract price, and also the time and resources to focus elsewhere on projects critical to the public.

And after delivery, the Commonwealth’s dedicated account team continued to work on maintenance and warranty around the project, providing full lifecycle support.

In addition to the work we've done for the Commonwealth, we have carried out many successful deployments for our references listed above.



On the Oregon IT HVAR contract, we have performed installation and configuration services for the Oregon Department of Justice's desktops and laptops for the past 5 years. This is a 500 unit yearly refresh with all the peripherals that go with it.

Another successful deployment is CDW•G's recently completed 3-month Microsoft engagement. We set up the System Center Configuration Manager and System Center Service Manager.



On the MA ITC47 contract, we recently worked on a project to refresh the Massachusetts Executive Office Of Health and Human Services's ("EOHHS") disaster recovery and back up environment. And we are currently working to refresh each of their Data Centers. We are keeping the IT equipment in local warehouses and through working closely with EOHHS, we delivering and installing it during the scheduled maintenance periods to minimize disruptions.



On the NJ NASPO contract, CDW•G is currently assisting the New Jersey Motor Vehicle Commission with a HPE Hyperconverged HC380 Proof of Concept ("POC") at their Trenton Data center. Starting almost a year ago, CDW•G Solution Architects began working with HPE Engineers to asses and design the POC as well as install the

appliance and get it on the network. The Commission is currently in the process of procuring additional HC380 nodes that CDW•G has designed and will continue to utilize our presales engineering resources (provided at no cost) to ensure a smooth transition.

In addition to the Hyperconverged units themselves CDW•G has also helped with Power/Cooling and networking needs related to this migration as well. All along, CDW•G presales engineers from different disciplines have collaborated to make sure that the end result works together seamlessly.

It is through our specific allocation of resources to the public sector, and further specialization by vertical and geography that CDW•G has been so successful in meeting the unique needs of our government, education, and healthcare customers.

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

For reporting, Deputy Program Manager Yolanda Blomquist has deep experience with large contracts for the Commonwealth, including the Personal Computing Devices, Monitors & Services agreement. She is already preparing quarterly reports as identified in this RFP in Appendix J, and addressing the Commonwealth's reporting needs. Please see a recent sample report attached to this response for the level of custom reporting CDW•G can do and already does to meet the Commonwealth's needs.

Quarterly Business Reviews (QBRs) are an important component of any working relationship, but even more so with the complexity of the Commonwealth. These meetings allow us to review successes in order to better duplicate and discuss challenges to avoid in the future, ultimately ensuring we are not only meeting but exceeding your expectations.

Your Account Executive Alexa Sharrar, and Account Managers Ryan O'Donnell, Nick Larocca, and Erik Joss will be able to meet with you to go over current configurations, lifecycles, product roadmaps, and processes unique to the Commonwealth, as well as outline changes in the industry and help tailor them to your future IT needs.

We will review your standards and make sure we are leveraging the buying power of both CDW•G and the Commonwealth to bring the absolute best value back to you. CDW•G has strong partnerships with Dell EMC and through these QBRs we will collaborate with Dell EMC to regularly review model transitions, trends, potential pitfalls and the overall technology roadmap for the Commonwealth.

Your account representatives will provide quarterly purchase summary reports that summarize total spend, spend by category, days to ship, and more. As our relationship continues to grow, your account management team will continue to monitor performance and work with you to address new challenges and initiate additional contract improvement opportunities and cost savings processes and programs through creativity and adherence to best practices.

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Due to his experience and tenure, Sr. Account Manager Ryan O'Donnell will be the Commonwealth's sole point-of-contact.

However, the Commonwealth will benefit from CDW•G's deep resources dedicated to Commonwealth agencies that go beyond Ryan. Where other companies will have a single person working across a number of verticals, CDW•G will be providing an account team dedicated specifically to Commonwealth agencies.

You can rest assured that any one of your account representatives will have the knowledge to provide the superior customer experience the Commonwealth has known from your partnership with CDW•G.

Your dedicated account team, in addition to Ryan, will be ready to serve all agencies across the Commonwealth and will include account representatives Erik Joss, Nick Larocca, and field representative Alexa Sharrar.

And your CDW•G account team is the same across all lots, which provides the Commonwealth with consistently high support for each lot and a team who truly understands your overall environment.

Key Staff



The District's dedicated account managers,

Ryan O'Donnell – Sr. Account Manager
Serving CDW•G Customers Since 2011
P: 203.851.7098
F: 847.990.8039
E: ryano@cdwg.com



Nick Larocca – Account Manager
Serving CDW•G Customers Since 2013
P: 203.851.7240
F: 732.676.2875
E: nick.larocca@cdw.com



Erik Joss – Account Representative
Serving CDW•G Customers since 2015
P: 203.851.7287
F: 847.371.8833
E: erikjos@cdwg.com



Alexa Sharrar – Account Executive II
Serving CDW•G Customers Since 2016
P: 847.465.6000
F: 847.990.8039
E: alexsha@cdw.com

Ryan O'Donnell, Nick Larocca, and Erik Joss, serve as your primary points of contact and oversee all facets of your CDW•G account. They are available on an as-needed basis to tackle all of the District's product quote, order placement, and problem resolution needs. With more than 10 years of CDW•G tenure between them, they are highly trained to address all of your questions and concerns. Having managed previous Commonwealth accounts in Pennsylvania, they are extremely familiar with the processes, challenges, and needs that are specific to the Commonwealth and its public agencies. It is Ryan, Nick, and Erik's ultimate goal to be an extension of the Commonwealth, providing expert guidance, comprehensive support, and proactively seeking out new ways to increase the level of value you receive from your IT investments.

Harrisburg-based account executive (AE) Alexa Sharrar serves as another point of contact for Commonwealth agencies and is dedicated to ensuring your total satisfaction. Alexa works in tandem with Ryan, Nick, and Erik, CDW•G's technology specialists, and your manufacturer partners of choice to provide valuable consulting services and outstanding sales support. Alexa will be available to arrange to visit your site(s) for business reviews and other meetings, on a regular or as needed basis.



Mike Truncone - Sales Manager
Serving CDW•G Customers Since 2005
P: 203.851.7141
F: 847.990.8050
E: mike@cdwg.com

Backing your account representatives is Mike Truncone, their Sales Manager. Mike will work with them to develop strategies that best position the Commonwealth and its agencies for long-term success. During his 10+ years serving the Commonwealth at CDW•G, Mike has devoted significant hours to meeting with different agencies in order to understand the dynamics of the Commonwealth and each local market. His goal is to ensure that Commonwealth agencies receive full advantage of CDW•G's offerings and the contracts available to them. In addition, Mike has and will continue to build and maintain strong relationships with our partners in each region, including Dell EMC.



Jonathan Mazella - Sales Director
Serving CDW and CDW•G Customers Since 1996
P: 203.851.7222
F: 203.899.2196
E: jonathan.mazella@cdwg.com

Sales director Jon Mazella serves as the sponsor of the Commonwealth's account. Jon brings more than 20 years of IT sales experience to your organization. In his current role, Jon is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's State & Local customers. Jon is committed to the success of the CDW•G-Commonwealth partnership. He will leverage both his internal and external relationships whenever possible to ensure that we are continually meeting the needs of the Commonwealth.



Yolanda Blomquist - Deputy Program Manager
Serving CDW•G Customers Since 2000

The commonwealth also has a program manager, Yolanda Blomquist, assigned to your CDW•G account team. Yolanda is a contract management specialist who focuses exclusively on administering agreements between CDW•G and our customers. Yolanda

P: 312.705.1880
F: 312.705.4680
E: yaguilar@cdw.com

will focus on CDW•G remaining compliant with our Commonwealth contract and government regulations, as applicable. She will prepare the Quarterly Reports and Quarterly Business Reviews, and make modifications to the agreement, as necessary, including price reductions, additions, discontinued product replacements, and version changes. She will confirm that price and supply agreements are in place from award through completion.

In addition to the Commonwealth's committed key staff, agencies will have access to CDW•G's deep resources, including a Pennsylvania-area team of industry-certified specialists available to consult on any of the products or services offered.



Deep Acharya – Field Security Solutions
Serving CDW•G Customers Since 2014
P: 267.347.2131
E: sudiach@cdw.com

Deep is a technology professional with over 16 years of experience in architecting and supporting multi-disciplinary technologies in order to address the most complex aspects of network and security infrastructures. He strives to provide outstanding customer service and aims to maintain a reputation for being able to define and implement enterprise technology solutions which improve efficiency and most importantly, enhance security.



Tim Day – Field Unified Communications Solutions
Serving CDW•G Customers 2011
P: 856.330.3244
E: tim.day@cdw.com

Tim is a Cisco veteran for 15+ years, and focused on Cisco Unified Communications for the past 10+ years. He joined CDW in Sep 2011 and strives to find solutions that exceed customer expectations by utilizing the vast depth of knowledge and experience, the CDW engineers, Solution Architects, and sales teams have to offer.



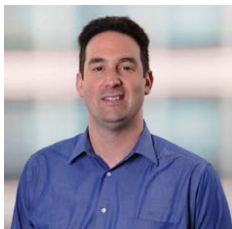
**Charles Lewis – Enterprise Wireless Solutions
Serving CDW•G Customers Since 2011
P: 732.982.0460
E: charles.lewis@cdw.com**

Charles has been a network engineer for over 8 years. He has been focus on wireless networking for the last 5 years where he has gained valuable experience deploying complex wireless solutions in large Enterprise environments. His main product focus is Cisco/Meraki and Aruba.



**Adrian Johnson – Sr. Field Network Solutions
Serving CDW•G Customers Since 2015
P: 215.316.0388
E: adrijoh@cdw.com**

Adrian is a Network/Systems Engineer with 18 years of professional experience in Troubleshooting, Design, and Pre/Post- Sales Support. His experience includes working with National Network and Managed Service Providers while supporting customers on multi-vendor platforms including Cisco, Juniper, Brocade, and Adtran. Adrian provides coverage in DE/ Southern NJ/Southeastern PA.



**Jeremy Rigeftsky – Field Server/Storage Solutions
Serving CDW•G Customers Since 2013
P: 215.252.6286
E: jererig@cdw.com**

Jeremy is a senior level Solution Architect that has been working in the technology industry for over 15yrs. He has held a wide range of roles including internal support, post-sales implementation / integration, and pre-sales architect. Jeremy is experienced in server and storage virtualization and designing best in breed solutions utilizing industry best practices. He is focused on providing the highly available, resilient, performance tuned solutions.



Aaron Stephens – Field Data Center Solutions
Serving CDW•G Customers Since 2012
P: 215.356.4397
E: aaron.stephens@cdw.com

For the past 15 years, Aaron has been helping customers design, configure and implement new solutions and refresh existing data centers, POS applications, networking IDF and MDF locations, and remote offices. Some of Aaron's specialties include Data Center & Network Infrastructures, UPS Backup, Power Distribution, Precision Cooling, and Network Management Software to support a variety of applications.



Matthew Wendle, Professional Services Manager
Serving CDW•G Customers Since 2003
P: 703.262.8167
E: matt.wendle@cdw.com

Subcontractors

Adept will be providing general project staffing, project management and technology deployment services for this Lot.

Mark Kirsch, Vice President

P: 717.991.1135
E: mkirsch@adeptusa.com

OEM Main Point of Contact

Matt Day, Account Executive

DELL EMC

P: 856.295.3913
E: matt.day@dell.com

Dell EMC maintains a local office in Camp Hill, PA, located five miles from downtown Harrisburg. There is a local account team dedicated to the Commonwealth of Pennsylvania to support the product and solution offerings. Additionally there are over 20 technical support and implementation staff to support the installed base of equipment.

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Though many organizations spend their entire focus on winning a contract, we understand that the implementation and delivery component is the critical component of a successful relationship. Even other vendors that have industry experience will be green to this contract, and Pennsylvania agencies would feel the effects as any other vendor acclimated to the new award.

With CDW•G, there are no growing pains. Working with CDW•G on this Lot, and really all of the Lots, will continue to be "business as usual" from Day 1.

Commonwealth agencies already know Yolanda Blomquist is the resident expert for the contract, and reach out to her for assistance on related issues. We also have other coworkers knowledgeable and actively supporting the contract, as back-up for Yolanda.

Instead of being tasked with ramping up the contract and figuring everything out as we go, we'll be re-energizing. We'll also use the lessons learned from our time on the Personal Computing Devices, Monitors & Services contract for this next contract iteration, constantly focusing on offering agencies an outstanding overall program.

Even though we are confident the Commonwealth already knows to expect a partnership with CDW•G for this Lot, and to be sure all six Lots, will result in "business as usual," we want to provide below the steps, timing, roles and responsibilities, and summary chart around our contract implementation that has been a key component in our longstanding relationship with the Commonwealth.

- Plan – This is the "official" implementation start-up period for the implementation. During this time, CDW•G works in the background to lock discounts on our contract editor system, the proprietary software tool used to manage CDW•G contracts and keep the price commitment, create a sales Wiki for the contract, an internal education tool that houses all critical contract detail, such as pricing, scope, and special instructions, and also finalize the reporting requirements, templates, and critical due dates.
- Build – CDW•G builds the E-commerce web portal for the Commonwealth and customizes the portal for the state agencies. CDW•G tests the portal and other functionality to ensure the systems are ready for final testing, and we oversee the project

and regularly communicate with the Commonwealth and incumbent vendor project status.

- Test and Train – This is the period before “go live” to make sure CDW•G is fully ready to assume full support for this contract. During this period, CDW•G also rolls-out end user training to make sure all of the Commonwealth users understand the changes and how to use the new model. The training is done through FAQs and a call campaign from your CDW•G account representatives, and social media, which will reduce transition risk and ensure the Commonwealth is ready for the new model. Go-Live and Stabilize – Once the model is in place, CDW•G continues an education campaign to publicize the contract through email, phone, and social media. We also meet with the Commonwealth to discuss possible “road shows.”

SUMMARY CHART

Contract Launch/Renewal Worksheet		
Name of Contract: _____		
Contract Code: (Note not all contracts require a CE code ie: service only contracts)		
Documentation	Due Date	Date Complete
Contract Docs- File in Contract Library		
Award Notice/Resulting Contract		
Pieces of original RFP		
Renewal documents		
Manufacture contract reseller agreements		
Set Up		
Set-up in CE/CM		
Pricing Tables		
MAM entry or updates		
Segment Trackers		
Sales Wiki		
Reporting query		
	Due Date	Date Complete
Compliance		
Reporting		
Reporting spreadsheet		
Write or modify a query for contract reporting		
Document Rebates/fees, add to reporting sheet		
Obtain a W-9 and address for rebate/fee payments		
Pricing		

Schedule in Outlook for updates		
Eligible Buyers		
List or Group		
Process to maintain		
Audits, Service levels, etc		
Create calendar reminders and document process to comply		
Marketing	Due Date	Date Complete
Announcement		
Email to sales teams (AM, SM, FAE, BD)		
Establish date of Training		
CoworkerNet (Sharepoint)		
Contract Summary		
Training Docs		
Announcement Flyer		
Training		
Presentation/Conf Call		
Power Point Presentation		
Premium Page		
Logo		
Products/ Containers		
Account Managers		
Additional Links		
CO approval if required		
Schedule for updates		

Red=Must be done for every contract

To answer how CDW•G can help the Commonwealth transition to a more mobile work environment over time, we understand organizations in the very early stages of mobility development and maturity. As the technology area grows larger and more complex, starting small with solutions like a virtual private network (VPN) or enterprise mobility management (EMM) can make sense. But it takes a comprehensive strategy to move from simply maintaining mobility to positioning your organization for success.

CDW•G gets mobility. We can offer the Commonwealth strategy workshops to help you define your mobility vision and create a roadmap to bring it to life. As we develop a plan, we'll use our extensive knowledge of the Commonwealth's existing infrastructure, network, collaboration tools, security and policies to develop a plan.

It's all part of our approach to mobility, and by being so familiar with the Commonwealth through years of working together, we have the tools to best help you transition to a more mobile work environment.

Your CDW•G team is led by your account representatives who will give you access to the collective knowledge of solution architects, engineers, optimization specialists, help desk specialists and enterprise mobility management administrative support.

Our close relationships with industry leaders and Gartner Magic Quadrant vendors allow to bring your proven mobile solutions to further your strategic objectives and organizational goals while protecting your data.

We can provide the Commonwealth with a solution best tailored to its needs by our ability to offer your choice of devices, carriers, enterprise mobility management providers and apps and will provide our objective expertise to help you make the right choice for the Commonwealth.

Once your plan is in place, we have these resources to help you managed your Mobility environment and make sure it continues in the right direction:

Unified Management Console

Our unique portal streamlines management by allowing you to track, manage and secure every endpoint and device from a single, centralized console.

Mobile Workspaces

Mobile devices are accelerating the client virtualization space. We'll help you provide the applications and content your users need through workspace solutions. You can choose to virtualize legacy applications or the entire desktop experience for better operating efficiency and improved mobile security.

Security Expertise

We're proud to be the no.1 partner for all of the industry's top security vendors, including data loss prevention and anti-malware technologies.

Mobile Expense Management

Simplify expenses by automating and managing invoices, payments, and review and approval processes. We'll even help you maximize costs savings with our own insights into your total wireless communications spend

Enterprise Mobility Management

Services include mobile device management ("MDM"), mobile asset management ("MAM,") mobile content management ("MCM") and help desk— extending beyond mobile devices to include cloud, virtualization and network platforms to help manage and secure apps and other enterprise mobile activity.

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

CDW•G is very familiar with a “Just-in-time” approach to hardware purchasing. With our experience on past Commonwealth contracts of Indefinite Delivery/Indefinite Quantity, we are confident we can continue to handle agency purchases that reflect actual need and do not guarantee quantities. From a few laptops to agency fleet roll-outs and high dollar purchases, CDW•G is capable of processing and shipping purchases of all kinds, sizes, and values.

We have been managing the Pennsylvania Department of Health’s refresh cycle since the beginning of the Personal Computing Devices, Monitors & Services contract in 2013. We have been able to deliver no matter the size of the project, the timeline of the project, or even if the project started sooner than expected. Whatever the Department of Health has needed, we have been flexible to meet their purchasing requirements.

We have been able to do meet the Department of Health’s needs through our “Just-in-time” best practices:

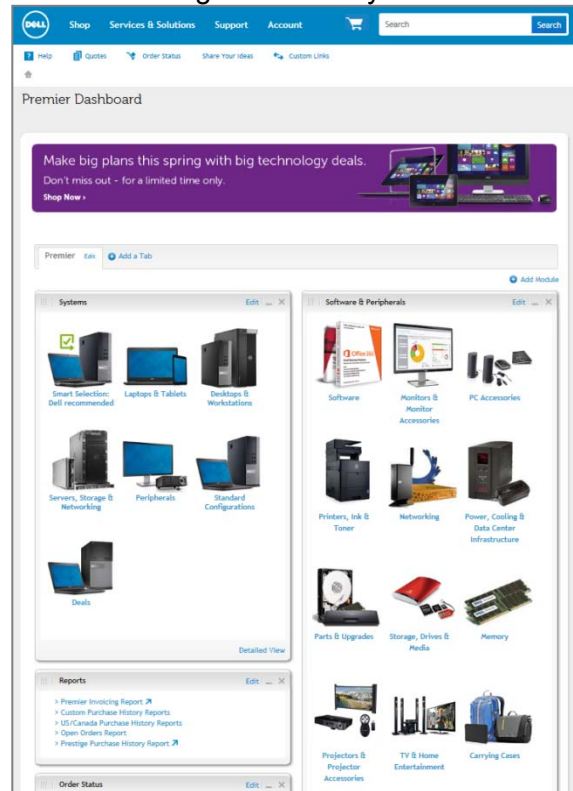
- Strong project management
- Leveraging partner relationships for pre-release buy in opportunities and utilizing our connections to our distribution partners’ inventory
- Keeping a one- to four-week supply of products in our two distribution centers (depending on current sales volume trends for each product) at Vernon Hills and Las Vegas
- Leveraging local PA warehouses for stocking
- CDW•G’s configuration center services
- Prebuying equipment before a Commonwealth purchase order has been cut so we can meet a deadline with short notice

10. INVENTORY/ASSET MANAGEMENT. Please describe your company’s inventory management process including its ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

Through your current CDW•G punch-out site, we will integrate with Dell’s Premier Page. Dell Premier is your own, secure, personalized purchasing and support website. You can quickly and easily customize Premier Pages to suit your precise requirements, saving your organization time and money throughout all phases of IT product ownership. And with Dell’s Premier Page the Commonwealth will receive the following benefits:

Using your Dell Premier site you can:

- Access information on previously defined, standard configurations for your organization, making it far easier to specify and purchase additional systems
- Quickly identify solutions to meet new requirements, configure them to your exact requirements, and place your order for the necessary hardware, software and accessories
- Prepare and save machine configurations and orders for purchase at later date
- Purchase consumables and peripherals for your existing hardware
- Access the complete catalogue of Dell products
- View real time order status, and Purchase history details
- Get Quick and easy customization of user access
- Easily manage your addresses through the Address Book



Premier Support is a virtual helpdesk with powerful tools to help meet your organizations' system support needs. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently support your Dell systems and maximize uptime. Orders that are placed via Dell's Premier pages write frictionless to Dell's order management system, which means our customers typically receive their orders quicker, with less opportunity for errors. In addition, automated e-mail confirmations are communicated to customers for online orders.

In short, your Premier Pages website makes the whole process of doing business with Dell easier and more cost-efficient.

Reporting

Premier translates your direct relationship with Dell into an accessible online format with easy access to comprehensive, up-to-date, and customizable data about all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

Dell Downloads

Dell Downloads contains a comprehensive list of updates for drivers, utilities, firmware, and BIOS that can be downloaded directly to your Dell system. You can register for FileWatch to

receive e-mail notifications when an update has been made to a file that matches your system or FileWatch preferences.

Dell Knowledge Base

Get instant answers to your technology questions from an extensive database collected from Dell technicians, service providers, and customers. You can search by:

- Keywords
- Product Type
- Service Tag
- Document Number
- Document Date
- My System List

Create, manage, and customize a list of your Dell systems with system-specific details from one convenient location or export your list for use in Excel.

My System Details

Gain easy access to system configuration, service contract information, and service call status details by system service tag. Retrieve a list of your company's systems by customer number or order number and add them to your My Systems List.

System Configuration as Shipped

Premier Support allows you to view exact configuration details on systems as shipped from Dell. This comprehensive information includes:

- Express Service Code
- Ship Date
- SKU-level Detail
- Part Numbers
- Part Description
- Warranty and Service Contract Information

Premier Support also allows you to retrieve warranty and service information by inputting your system service tag. Once put in, the details and remaining service and warranty on existing contracts will be displayed.

Service Call Status

Keep up to date on the status of your open service calls. Register for Service Call Watch to receive e-mail updates on your service incidents.

Reporting

Order Status Reporting

Premier.Dell.com provides the ability to search for order status using multiple or single Order Status search options. The Order Status tool allows you to track an order from submission to shipping using:

- Order Number
- Customer Number
- Account Number
- PO Number
- Tracking Number
- Order Status Type (Pending Items, Shipped Items, Delayed Items, or Cancelled Items)

<input type="checkbox"/>	Order Date	Description	Status	Estimated Delivery Date	Dell Purchase ID	Order Number	PO Number
<input type="checkbox"/>	1/21/2015	Dell 20 Monitor - P2014H	In Production	1/27/2015	View Details	View Details	View Details
<input type="checkbox"/>	1/9/2015	Dell 20 Monitor - P2014H	Delivered	1/12/2015 (Delivered)	View Details	View Details	View Details
<input type="checkbox"/>	1/9/2015	KES - Dell Tek Backpack 15.6 inch	Delivered	1/15/2015 (Delivered)	View Details	View Details	View Details
<input type="checkbox"/>	1/9/2015	CUS_ADPT_901/LTON,1M,3P,ES,US	Delivered	1/15/2015 (Delivered)	View Details	View Details	View Details
<input type="checkbox"/>	1/9/2015	Dell Professional Topload 14.1	Delivered	1/16/2015 (Delivered)	View Details	View Details	View Details

Order Status allows you to view the following information at one glance:

- Order Date
- Production Date
- Shipping Date

Click on “Register this Order” and input an e-mail address to have OrderWatch (US only) send an e-mail message when the order has shipped. If the carrier has tracking information available online, simply click the Shipping Detail link to receive up-to-date tracking information. PODs (Proof of Delivery) can also be obtained online.

- Accounting
- Open Invoice Reporting

You can review your unpaid invoices online and find out if payments have been posted and reconcile purchase orders and invoices. Online invoices are formatted just like the original hard copies and include service tag numbers. Invoices can be downloaded as .pdf files.

Purchase History Reporting

Comprehensive Purchase History Reports let you view and save detailed information about your organization's orders over the past 18 months. Choose from five standard reports or create a custom report using any of ten available data fields.

The five standard Purchase history reports include:

- **Order Summary:** For each individual order, this report displays Order Number, Order Date, Customer Number, P.O. Number, Ship-To address, and Order Amount.

- **Product Summary:** This report provides a summary of your purchases by product family such as Workstations, Storage, Notebooks, Peripherals, Enterprise, and Desktops.
- **Locations:** This report pulls orders by your Ship-To addresses.
- **Customer Number:** Your customer numbers and customer names are able to be consolidated in this report.
- **Service Tag Summary:** For each Dell Service Tag, this report displays Warranty information, Order Number, Product Description, and Estimated Ship Date. (This report may not be available in all regions.)

Customized Reports

In addition to the five standard Premier reports listed above, you can also create a custom report based on any six of the following fields:

- City
- Contract Code
- Customer Number
- Estimated Ship By Date
- Online Order
- Online Store Name
- Order Amount
- Payment Code
- PO Number
- Sales Tax
- Shipping Charge
- Ship To Address
- State
- System Quantity
- Zip Code
- Support
- Support Search
- Other Custom Fields defined by you Inside Sales Rep

Exporting and Sharing Reports

Compiling and sharing reports is simple. Premier reports can be easily exported to Microsoft Excel and shared with colleagues.

Reviewing Order Summary Reports and Details

Order Summary Reports show all invoiced and non-invoiced orders for up to 13 months. One click on any of the blue data fields drills down to order details and status.

Comprehensive Search Tools, Customized Display

Premier.Dell.com makes it easy to display information so it fits your specific needs. Entering the PO number, the order number, the customer number, or the service tag number allows you to search on relevant reporting data so you can determine:

- What you ordered...
- How many you ordered...
- When you placed your order...
- and more.

Invoices

Premier provides round-the-clock access to online copies of all your Dell invoices -- paid and unpaid -- for 24 months. We've designed online invoices to be intuitive and useful: They look just like your organization's original hard-copy invoices and include service tag numbers for simplified comparisons

As for how CDW•G has helped other states effectively manage their hardware assets, we can provide an example of how we've done it in the Commonwealth. We provided custom reporting for the Pennsylvania Department of Corrections. The Department had been purchasing desktops and monitors, varying in quantity, for all of their facilities across the state. CDW•G successfully managed these specific desktop and monitor assets by providing custom reporting.

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Recently named Dell EMC's 2015 Americas Emerging Technology Partner of the Year, CDW understands innovation, modernization, and technology's ever-evolving role in achieving net benefits for our customers.



We have successfully implemented thousands of solutions across many emerging technologies for customers nation-wide. Our Solution Architects, Engineers and Project Managers have the training, credentials, and experience to incorporate and roll out these solutions successfully.

As a company, CDW•G has internal resources dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies: a team of brand managers, category managers, partner specialists, a product data team of individuals, and field account executives, among others. We continue to leverage these assets to ensure we are offering the Commonwealth state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in the Commonwealth's environment.

Responsibilities of our resources include:

Product & Partner Management: Our category managers head our product & partner management department and are responsible for overall success and strategy of our technology categories. This team collaborates to monitor our manufacturer partners' performance in serving CDW•G customers and our business initiatives. The group, largely, is all located within the same offices as our sales team, facilitating easy communication of insightful lifecycle information. The highly collaborative relationships we have with our manufacturer partners allow us to quickly provide the Commonwealth the latest technologies.

Procurement: Our procurement team utilizes demand data to determine order quantity and manage proper flow of inventory. Overall, our inventory turns an impressive 24-26 times per year; evidence of our effectiveness in keeping the latest "best of breed" solutions at hand. Our buyers have close working relationships with all of our partners, who assist in pursuing and securing special buy-in opportunities; provide our new product launches and product lifecycles information; and keep CDW•G notified of marketing activities that would lead us to require a greater on hand inventory. An example of this pro-active procurement process includes the always anticipated release of the newest generation Apple iPad. We receive advanced notification of iPad releases, allowing us to purchase quantities in advance and supply to our customers when other vendors may have difficulty securing stock.

Marketing Reporting and Analysis Team:

Among its many other functions, this team develops analysis to evaluate product and brand trends. Additionally, they perform significant analysis of our partners and major competitors' pricing offers to ensure our advertised pricing stays competitive in the market.

Sales Teams: CDW•G's field account executives ("FAEs") are the dedicated onsite presence and direct conduit to the resources within CDW•G for our customers. Our State & Local arena coworkers focus on the needs of specific agencies. This assignment structure allows our FAEs to be actively involved with and extremely knowledgeable about our government customers' current environments and evolving needs. They in turn, with their account manager, business

development, and Intel counterparts, provide new technology input to our program managers to ensure we provide timely contract updates to give the Commonwealth the ease of procuring the latest technologies.

Additionally, members of our sales team receive an average of 165 hours of training in their first year at CDW•G, and participate in more than 140 hours in each subsequent year of employment. Our sales teams focus on being certified experts in the products they sell; proof of this dedication is in the numbers. Our sales teams not only contribute to the effort of including emerging technologies at a contract level, they provide technology road mapping assistance at an agency level.

For example, when helping the Commonwealth envision and implement its mobile transition, our account management team's introduction may provide a broad overview of several aspects of enterprise mobility, or it may focus on a particular topic area, depending on what the Commonwealth specifically needs.



Before investing in a longer-term mobile program, the Commonwealth may need a “quick start” to address short-term objectives and solicit internal buy-in. CDW•G offers a two week engagement including one week of research and preparation, three days on client's site, and two final days of building a 30/60/90 mobile plan.

With our Mobility partners, such as Dell EMC, CDW•G will collaborate with the Commonwealth to obtain a deeper understanding of their vision and the mobile landscape through sessions with senior level stakeholders and specialists. We will collaborate on a strategic vision for mobile's role in their organizations. Outcomes of the exercise include a mobility roadmap and understanding of existing and emerging technologies to prioritize what to do today, tomorrow and 12-18 months from now.

On-Site Vendor Representatives: In each sales office, we have an area dedicated for vendor partners to work onsite at CDW•G. We feel this is an important investment in fostering a work-share mentality and maintaining focus on our customer's needs. With our partners' representatives sharing office space, Account Managers and Engineers collaborate to assist the Commonwealth, and provide insight to emerging technologies.

The level of Dell EMC support in CDW•G:

- 130 Server and Storage Technical Solution Consultants
- 90 Networking Technical Solution Consultants
- 8 Dell Funded CDW Enterprise Solution Group (ESG) badged
- Pre-sales Technical Partner Specialists
- 6 Dell Badged Solution Consultants
- 7 Dell Badged Technical Sales Rep (TSRs)
- 8 Dell Channel Account Managers
- 26 Dell Inside Sales Reps (ISRs)

We are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to be confident their products are market-ready, prior to their public release.

By partnering with Dell EMC on this proposal, we can utilize their resources as well. For example, to ensure that they are incorporating emerging technologies into its product portfolio and rolling them out successfully to our customers, Dell EMC has a dedicated department, which is called their Go To Market (GTM) readiness group. They have weekly calls with the customer-facing teams in the field to ensure that the latest upgrades for existing equipment, as well as the newest emerging technologies, are covered in-depth and how it will impact clients and their business outcomes.

We will continue to leverage our assets and relationships to ensure we are offering the Commonwealth state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in its different environments.

12. ASSET FLEXIBILITY. Please describe how your company can provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

The Commonwealth's account representatives, Ryan O'Donnell, Nick Larocca, Erik Joss and Alexa Sharrar will provide product lifecycle information to help you make informed decisions on upgrades, expansions, retirement and other methods of updating the existing desktop or laptop environment.

You will benefit from our direct relationship with Dell EMC and our on-site Dell EMC representatives. Your account representatives will work directly with Dell EMC and with these resources to review product roadmaps, identify new models and develop a transition plan for new technologies for your organization.

Your account team can also schedule quarterly conference calls with Commonwealth agency IT staff to help advise them on any major manufacturer announcements or roadmap changes. For higher level questions, CDW•G's technical specialist team provided in our response to Staffing will be available for discussions.

In addition to our relationship with Dell EMC, the Commonwealth will benefit from CDW•G's relationships with other IT heavyweights who drive industry standards, including Intel and Microsoft. For example, when Microsoft releases a new Operating System ("OS"), any hardware requirements around that OS can alter existing product lifecycles in impactful ways. The Commonwealth can rest assured that through CDW•G's technical expertise, relationships and resources, we will stay on top of how these releases and announcement affect current assets and what it will mean for future purchases.

We have experience doing this for the Commonwealth. We have some customers on their third iteration of a desktop or notebook.

An example of our process would be we learn through our relationship with Intel that a new chip is coming out in six months. We call Commonwealth agencies and tell them what's happening, how they can start preparing, what changes will need to happen around the contract to best meet their needs. Not only do we work with the contract administrators in this process to effectively update and add new products, we also seamlessly work with every agency to make sure they are aware of the updates and that they are ready. We then arrange for the agencies to receive demo units to test out the new images or technology, and determine if they like the new features and products, or if they would prefer new products completely. We have the flexibility to handle all kinds of requests.

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

CDW•G Supply Chain Network

The Commonwealth will benefit from a vendor partner positioned very closely with major shipping companies for standard and expedited delivery. CDW•G's carrier partners will be recognizable to the Commonwealth as standards of excellence in the industry: UPS, FedEx, AIT, UPS Freight, Dynamex, CEVA Logistics, and Veterans Messenger service.

Commonwealth agencies can expect most of their shipments to come from the Vernon Hills distribution center, which focuses on distributing products to customers east of the Mississippi River, while the Las Vegas distribution center, which primarily serves the western part of the United States, will be there to provide inventory and shipping support when needed.

These two large strategically located distribution centers ensure speed and accuracy throughout the product fulfillment and distribution process. CDW•G has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. We carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

In 2015, CDW processed 45% to 55% of our IT sales from our two distribution facilities.

Even these impressive figures represent about half of our current capacity. We have the flexibility to increase capacity in all aspects of the procurement process. By design, neither location utilizes its full capacity, so we are able to scale to fulfill large orders. For instance, if a Commonwealth agency purchases a fleet roll-out quantity of desktops, we utilize the available space to house and stage the equipment for configuration and shipment. This process enables a fast turnaround to our customers so that they are able to utilize their products quickly, rather than waiting extensive periods of time.

Since we do not manufacture hardware, we have implemented many policies, and the governance of such policies, to regulate where we will procure these products, including detailed reporting to our partners via electronic data interchange (EDI). We do not procure from third party or gray market vendors. We'll work only with Dell and their authorized sources directly for the procurement of Tablets, Rugged Devices and Non-Traditional Desktops.

Our Purchasing Department maintains inventory levels based on run rates and lead times per each partner to ensure that proper inventory levels are in place, particularly on fast-selling products. We have a replenishment program with specific criteria for Dell that takes lead time into consideration when placing order. Our EDI feeds with most of our larger partners outlining quantity, location and cost of goods.

Volume Orders

CDW•G purchases products in volume when we can buy them at competitive prices, store the product in our two distribution centers in Illinois and Nevada and ship directly to the customer from select partners, including Dell EMC. In this way we can pass along the volume discount savings to our customers and the products are available for immediate shipment.

Staging & Storage

For many of larger customers and contracts, such as the Commonwealth's, we offer staging options by which we can warehouse specific items for later staging, release them on a month's long rollout schedule, and guarantee stocking position. We can do it locally, we can do it at the manufacturer, or at our two CDW•G warehouses.

Effective Expediting

Whenever a Commonwealth order requires expediting, it will be treated with priority. If an emergency situation arises, contact Ryan, Erik, Nick who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) you need for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

CDW•G establishes and maintains strong relationships with our vendor partners, which allows us to negotiate favorable payment terms, execute on opportunistic purchases and leverage our buying power and position in the marketplace to ultimately deliver a sound solution to our customers. We conduct quarterly business reviews with our top vendor partners. This includes our key manufacturer partners as well as our top distribution partners.

Dell EMC Supply Chain

Dell EMC's supply chain was created to support its customer's need for reliable delivery of relevant technology at the lowest possible total cost of ownership (TCO). Dell EMC has created an extensive global network of suppliers and manufacturing centers in which we "pull" materials and present them to our manufacturing process only after a customer order has been received.

Dell EMC's supply chain is built to provide consistent, predictable supply from a global network of certified suppliers – 28 international companies, which provide nearly 90% of its components. Each of them has a long history with Dell EMC and is committed to providing the best possible quality and value. Dell EMC's supply chain is recognized as one of the best managed supply chains and allows them to minimize inventory and simulate delivery from stock speed while offering the efficiency and effectiveness of build-to-order.

What does this mean to the Commonwealth?

Platform stability: Dell EMC purchases components from Approved Suppliers who have undergone a comprehensive qualification process and have agreed not to change their processes or sources of supply without Dell EMC's prior approval. Dell EMC's product lines are designed for corporate users and have track records of stability in platforms, while still delivering relevant new technologies, as they become available. The platforms themselves are designed for a relatively long life span although there might be technology refreshes as dictated by market trends. Although the brand name of the components used within a platform may differ over the lifecycle of that platform all components will function consistently.

Continuity of Supply: Dell EMC's key component suppliers have agreed to co-locate their inventory with Dell EMC's global manufacturing sites and constantly monitor those inventories to ensure continuity of supply. Dell EMC has not had an extended part shortage in the last 7 years that was not the result of an industry-wide constraint ... and even during those times we believe superior allocations were given to us because of the way in which we share actual customer demand data with our suppliers. Dell EMC has at least two supply sources for every component used to build its product. Dell EMC's build-to-order manufacturing system provides them with the flexibility to switch to alternative part numbers and approved suppliers with prior agreement from our customer. The Commonwealth will not see a delay in the delivery of your orders, nor will you see a difference in functionality or performance of the products ordered.

Most Relevant Technology at Lowest TCO: Dell EMC's direct distribution, Just-In-Time manufacturing model enables them to configure products to Commonwealth preferences while eliminating the inefficiency (and cost) of a dealer channel, lowering inventory obsolescence costs, and improving capital turnover rates. Customization (which we term Custom Factory Integration or CFI) can include customer-specific parts and/or software images that are easily integrated into Dell EMC's build-to-order processes.

A Global Manufacturing & Distribution Network: Dell EMC has manufacturing and distribution facilities located in Austin, Texas; Nashville, Tennessee; Winston-Salem, North Carolina; Miami, Florida; Hortolandia, Brazil (Americas); Athlone, Ireland; Lodz, Poland (Europe, Middle East and Africa); Penang, Malaysia; Chennai, India (Asia Pacific and Japan); and Xiamen, China (China). Each manufacturing center uses the same process, managed by the same systems, and monitored with the same metrics – this ensures consistent global quality and encourages the sharing of best practices. Custom Factory Integration (CFI) can be performed at each of Dell EMC's manufacturing locations.

An Extensive Network of Field Spares: Although their product quality continues to receive high marks from industry watch-groups, Dell EMC knows there may be events requiring a part dispatch. Dell EMC has a vast network of field spares staged across the globe to

service our customer's machines. In fact, the vast majority of their inventory is in this category.

Dell EMC's Logistics Management Service is also available to co-ordinate logistics if a deployment requires systems to be shipped to a staging area prior to installation.

Logistics can be designed around agency needs. For example; Dell EMC can time onward deliveries to fit with your post-delivery activities. We can also make special arrangements for secure or time-sensitive deployment sites.

Activities are controlled by Dell EMC's Program Management Office and all movements will be tracked and reported. Units in storage or transit will be tracked on an asset register which is held on a traceable stock management system. Logistics requests may be raised electronically using a mutually agreed method.

Adept's Local Warehouse

The Commonwealth will also benefit from CDW•G's ability to leverage when needed Adept's 6,000 square foot insured and secure warehouse located in Pennsylvania, a few minutes outside of Harrisburg.

14. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Dell EMC provides 3 different APIs that will integrate with ServiceNow.

- The API's are software code and instructions that provide a framework for your team to create interfaces into Dell's support systems from your own help desk, whether it is off-the-shelf or home-grown.
- Integration will require knowledge of SOAP, REST and WSDL technologies all of which are supported by ServiceNow.
- Industry standard security capabilities are leveraged, including HTTPS and unique API keys

Dell EMC TechDirect APIs.

Technical Support Case API

- Create support request
- Update
- Manage
- Search

Warranty Management API

- Asset configuration information (as-built)

- Warranty and Entitlement reporting

Self-Dispatch via TechDirect Portal



- Self-dispatch replacement parts
- Create work orders that are reviewed and parts dispatched
- Onsite Tech can be part of the dispatch

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Policy	Applicable?	Reason
Accessibility ITP-ACC001	No	We will not be developing websites for the Commonwealth
Search Technology Standards ITP-APP003	No	We will not be engaging in any search related IT projects
Collaboration Technology Standard ITP-APP004	No	We will not be engaged in any collaboration services projects
Commonwealth PA website standards ITP-APP005	No	Will not be creating website for Commonwealth
Automatic Vehicle Location ITP-APP009	No	Not selling any AVL
Alerting & Notification Service Standards ITP-APP010	No	We will not be involved in any project with alerting and notification service
Web Server/Application Server Standards ITP- APP002	No	Will not be developing any new web applications for the Commonwealth
Addressing solutions ITP-APP006	No	We are not developing Apps
ITP_APP007- Commonwealth of Pennsylvania External Web Site Linking Policy	NO	We will not be posting hyperlinks on Commonwealth websites
ITP_APP008- Business Process Management Policy	NO	We are not developing applications
ITP_APP011- Application Development Languages	No	We are not developing applications
ITP_APP012- Systems Development Life Cycle Policy	No	Not developing applications
ITP_APP013- Integrated Development Environments	No	Not developing applications
ITP_APP014- Application Testing Tools Policy	No	Not developing applications
ITP_APP015- Web Development Frameworks	No	Not developing applications
ITP_APP016- Requirements, Data and Object Modeling Tools	No	Not developing applications

ITP_APP017- Requirements Management Tools	No	Not developing applications
ITP_APP018- Software Configuration Management Tools	No	Not developing applications
ITP_APP019- Software Change Management Tools	No	Not developing applications
ITP_APP021- Forms Development Tools Policy	No	Not implementing forms solutions
ITP_APP023- Human Resources Applications Policy	No	Not updating human resource application
ITP_APP024- Supplier Relationship Management Applications Policy	No	Not creating application
ITP_APP025- Customer Management Applications Policy	No	Not creating customer management application
ITP_APP028- Materials Management Applications Policy	No	Not updating PLM applications
ITP_APP029- Portal Technology Standards	No	Not providing portal technology
ITP_APP030- Active Directory Architecture	No	Not providing active directory
ITP_APP031- File Transfer Protocol (FTP) Policy	No	Not providing FTP Server
ITP_APP033- Use of Freeware Policy	No	Not providing freeware
ITP_APP035- Internet Browser Policy	No	Not providing internet browser
ITP_APP036- Office Productivity Software Policy	No	Not providing office productivity software
ITP_APP037- Document Viewer and Reader Policy	No	Not providing document viewer
ITP_APP038- SAP Graphical User Interface (GUI)	No	Not providing GUI
ITP_APP039- Web Analytics Policy	No	Not providing web applications
ITP_BUS000-Information Technology Policy Governance	No	Will not be a part of the IT policy governance body
ITP_BUS001-Integrated Enterprise System SAP License Review	No	Will not be managing agency sap license
ITP_BUS003- Emergency Telework Policy	No	We are not involved in Commonwealth Work from Home policies
ITP_BUS007- Enterprise IT Services Offering Policy	No	Not involved in enterprise classes
ITP_BUS008- Enterprise	No	Not involved in Commonwealth's

Employment Application Platform Policy		employment process
ITP_EPM001- Integrated Project and Portfolio	No	Not utilizing the iPPMS technology
ITP_INF000- Enterprise Data and Information Management Policy	No	Will not have access to PII
ITP_INF001- Database Management Systems	No	Not developing applications
ITP_INF003- Data Modeling Standards	No	Not developing applications
ITP_INF004- Data Warehouse Policy	No	Not building a data warehouse solution
ITP_INF009- e-Discovery Technology Standard	No	Not involved in eDiscovery
ITP_INF010- Business Intelligence Policy	No	Not developing applications
ITP_INF011- Reporting Policy	No	Will not be doing the reporting
ITP_INF012- Dashboard Policy	No	Will not be providing dashboard
ITP_INFGT001- Geospatial Information Systems (GIS)	No	Not providing GIS software
ITP_INFGT002- Geospatial Enterprise Server Architecture	No	Not providing GIS software
ITP_INFRM001- The Life Cycle of Records: General Policy Statement	No	We would not be conducting analysis of electronic records as a part of our work
ITP_INFRM004- Management of Web Records	No	not involved in management of web records services
ITP_INT_B_1- Electronic Commerce Formats and Standards	No	Not involved in electronic commerce services
ITP_INFRM005- System Design Review of Electronic Systems	No	Not providing electronic information system
ITP_INFRM006- Electronic Document Management Systems	No	Not providing EDMS solution
ITP_INFRM007- Management of Electronic Information created via non-EDMS technology	No	Not storing electronic records
ITP_INT_B_2- Electronic Commerce Interface Guidelines	No	Not providing electronic commerce interfacing
ITP_INT001- Message-Oriented Middleware	No	Not providing point to point messaging
ITP_INT006- Business Engine Rules	No	Not providing applications
ITP_NET007- Cable/Satellite Television (CATV) Services	No	Not providing these services
ITP_NET008- Telecommunications Services for	No	Not providing these services

Commonwealth Business Partners		
ITP_NET009- Video Conferencing Services for the Commonwealth of PA	No	Not providing these services
ITP_NET010- Commonwealth of Pennsylvania Satellite Services & Equipment Policy	No	Not providing these services
ITP_NET016- Wireless Cellular Data Technology	No	Not selling anything related to cell phone data
ITP_NET018- Internet Access	No	Not providing internet access
ITP_PLT001- Desktop and Laptop Technology Standards	NO	Not applicable because this RFP is creating a new purchasing vehicle for laptops and desktops
ITP_SEC001- Enterprise Host Security Software Suite Standards and Policy	No	Not selling enterprise host security software
ITP_SEC004- Enterprise Web Application Firewall	NO	Not providing applications
ITP_SEC005- Commonwealth Application Certification and Accreditation	No	Not developing applications
ITP_SEC008- Enterprise E-mail Encryption	No	Not using Commonwealth's network for emailing
ITP_SEC010- Virtual Private Network Standards	No	Not providing VPN
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	No	Not providing software
ITP_SEC013- Identity Protection and Access Management (IPAM) Architectural Standard  Identity Management Services	No	Not working on a project related to shared security infrastructure
ITP_SEC014- Identity Protection and Access Management (IPAM) Architectural Standard  Identity Management Technology Standards	NO	Not working on identity management services
ITP_SEC017- CoPA Policy for Credit Card Use for e-Government	NO	Not creating applications for credit card use
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	No	Will not have access to Commonwealth C data
ITP_SEC020- Encryption Standards for Data at Rest	No	Will not have access to data at rest

ITP_SEC021- Security Information and Event Management Policy	No	Not involved in SIEM solution
ITP_SEC023- Information Technology Security Assessment and Testing Policy	No	Will not be conducting security assessments
ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	No	Will not have access to PII
ITP_SEC027- Standard for Electronic Postmarks	No	Will not be providing electronic postmarks
ITP_SEC029- Physical Security Policy for IT Resources	No	
ITP_SEC031- Encryption Standards for Data in Transit	No	Will not have access to data in transit
ITP_SEC034- Enterprise Firewall Rule Set	No	Will not be setting up firewalls for Commonwealth
SEC035- Mobile Device Security Policy	No	Not providing mobile devices to the Commonwealth
ITP_SEC037- Identity Proofing of Online Users	No	Not providing this type of services
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	No	Not providing off site storage
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	No	Not involved in services providing alternate processing facilities
ITP_SYM006- Commonwealth IT Resources Patching Policy	No	Not providing security patch software
ITP_SYM010- Enterprise Services Maintenance Scheduling	No	Not providing maintenance

16. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.2.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

We will be utilizing Adept for the data cleansing services requested in this Lot. Adept follows the Commonwealth's ITP for data cleansing and will provide the appropriate logs.

As the OEM, Dell EMC is capable of providing data cleansing services as well, which include asset disposal and data wipe.

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

A critical component of any contract consists of maintaining efficiencies and then putting new ones into practice when they are discovered. To this end, the Commonwealth's account representatives and Program Manager Yolanda Blomquist will hold Quarterly Business Reviews to ensure that we are meeting the requirements of the Tablets, Rugged Devices and Non-Traditional Desktops contract.

This approach is beneficial to the Commonwealth because it provides a platform for stakeholders at the agencies to discuss various topics concerning the contract, such as custom reporting requirements, areas for improvement, and general contract health.

These sessions with the Commonwealth include a breakdown of several key metrics including:

- Total contract spend by manufacturer
- Contract Highlights – documentation of any pressing issues identified from quarter to quarter
- Service Level Requirements
- Delivery – average days to ship
- Returns – total count of returns
- Data interpretation for any reports Commonwealth customers run for themselves

In addition to the metrics listed above, we'll work with the Commonwealth to determine other key performance indicators that you would like to be measured and discussed.

Measuring Success with PA Agencies

At CDW•G we take customer feedback extremely seriously and have the following processes in place to ensure we can track and address feedback from the Commonwealth:

- We conduct monthly loyalty surveys measuring customer perception and collecting information for several internal departments including shipping, billing, and customer relations.
- "Poor" and "Fair" ranked responses are addressed by contacting the customer to determine the reason for this unsatisfactory response and develop an action plan to correct immediately
- CDW•G sends collaboratively created surveys on a quarterly basis, from a third-party provider. The survey will serve to monitor the feedback of agencies around the Commonwealth of our service for this contract and we will include the survey results in our QBR discussions to ensure that the Commonwealth has a consistent pulse on the success of the contract.

Corrective Action Plans

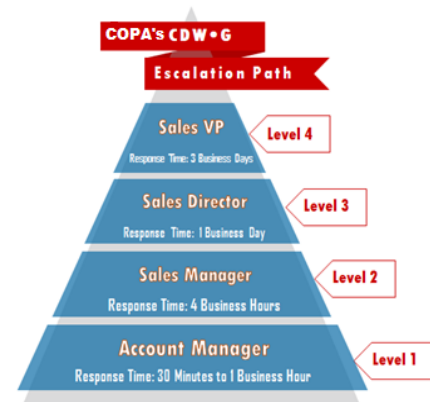
While there are many controls in place to ensure our performance on this contract doesn't lapse in the first place, we also have processes to make sure mistakes are not repeated. Some of these processes include:

- When we see high volumes for particular types of Customer Service Requests ("CSRs") returns we make adjustments and evaluate process changes, as needed
- Process improvement is part of the evaluation for program management employees and for this reason new processes are continually researched and thoroughly documented once they go live
- Escalated issues are tracked and recurring areas addressed through process improvement and/or additional training
- Team leaders handle customer services matters whenever they are escalated to provide tailored coaching as necessary upon issue resolution
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away
- Customer Relations Quality Analysts audit 20 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training

Sales Manager Mike Truncone will utilize the results of the surveys discussed in the section above to provide individualized coaching for each of the Commonwealth's account representatives.

Sales Escalation Path

If due to unforeseen circumstances there is a lapse, CDW•G has a plan in place for correction. If a lapse in performance occurs, Commonwealth customers should bring the issue to the attention of their Account Manager Ryan O'Donnell, who in turn will escalate to his Sales Manager Mike Truncone. If the Mike cannot resolve the issue they escalate to their segment Sales Director Jon Mazella for their segments, and so on up the CDW•G chain of executive leadership. Escalation will continue until we provide a suitable solution to the performance issue.



From the moment that an issue arises and it is brought to the attention of Ryan or any of the Commonwealth's account representatives, agencies will never wait more than 4 hours for a response and are never more than 3 days from issue resolution using this escalation path.

The Sales Teams work hand-in-hand with the Program Management Team to ensure that if an issue requires significant escalation, we determine proactive measures to prevent the problem from recurring. Once we determine the fix, we memorialize the process for standardization for future situations that are similar in nature.

Programmatic Improvements

In addition to all of the actions listed in this section, we commit to having formal onsite process reviews with the Commonwealth twice a year to look at the health of the contract on a macro scale. During these biannual meetings we will review contract processes, any incidents of note, and get high level feedback from the contract administrators at the Commonwealth.

Our focus during these meetings is always on contract improvement. We seek to understand the Commonwealth's key technology and procurement initiatives to better align our contract promotion techniques along with those of our partners. Conversely, our team gathers information from our partners concerning the programs that have been most impactful within the Commonwealth. With this information we collaborate with contract administrators to find ways to improve the reach and scope of those programs. These meetings with our Sales and Program Management leadership allow us to continue the collaborative spirit of our partnership to usher in process improvement for the whole Commonwealth.

One example where we have driven cost savings was on a large storage project that we did with the State of Oregon, Public Employee Retirement System (PERS). The customer engaged us to complete a large HP implementation that required unforeseen additional Symantec products and services for a successful rollout. Due to our programmatic improvement of proctoring the creation of an Indirect HP WSCA contract, we were able to help the customer procure the HP and Symantec products it needed while staying compliant with procurement rules. This type of knowledge and ingenuity will be leveraged to ensure that we are continually finding contract efficiencies to benefit Pennsylvania agencies.

In addition to meeting with contract administrators, we will work with the Commonwealth to establish regularly held town-hall style meetings. This allows CDW•G Sales and Program Management leadership an opportunity to meet with agencies and get contract performance feedback directly from the people that use it every day.

18. **ACCESSIBILITY PLAN:** Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Though CDW•G does not manufacture hardware, we make accessibility to technology a top priority. We believe that all people should have fair and equitable access to technology resources, and we do this in accordance with US Section 508.

Taking into account that one of the Commonwealth's strategic objectives is enhancing accessibility options, we believe Dell EMC's offerings around Tablets, Rugged Devices and Non-Traditional Desktops will allow the Commonwealth to reach this objective.

Product Accessibility

Dell EMC Product and Service Offerings for People with Disabilities

Dell EMC products with Microsoft software offer standard features that serve people with disabilities. Dell EMC also has a partnership with EVAS, an industry-leading firm in creating custom integrated PC and assistive technology solutions. Please refer to the following link for additional information concerning the Dell EMC partnership with EVAS and for additional information concerning Dell EMC products and accessibility:

<http://content.dell.com/us/en/corp/d/corp-comm/cr-diversity-customer-disabilities.aspx>

Overview

The commitment of Dell EMC to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. Dell EMC can appreciate and respond to the needs of customers impacted by disabilities since the company itself reflects a myriad of skills, experiences, backgrounds and styles — all of which promote an environment of inclusion and respect for the many different people and cultures Dell and its employees encounter every day.

Dell EMC employs people impacted by disabilities as part of our dedication to inclusion in the workplace, and we maintain a focus of providing accessibility statements on many of our products.

Dell products and accessibility

A variety of Dell EMC products have been evaluated for conformance with the US Section 508 standards, thereby resulting in the issuance of a product-specific Voluntary Product Accessibility Template® (VPAT). Many of our products have accessible features and functionalities and are indicated within the detailed VPATs. Should you require a product-specific VPAT, please send an email to Regulatory_Compliance@Dell.com

Improving accessibility of Dell products

Dell EMC strives to improve usability of our products through a variety of methods. Dell EMC assists users of our products who have auditory impairments with the use of light and listening devices. Dell EMC also assists users who have physical disabilities with adjustable hardware and gross/fine motor-skills hardware. Dell EMC has also teamed up with Electronic Vision Access Solutions (EVAS), an industry-leading provider of accessible plug- and -play computers, to create computer systems designed specifically for people impacted by disabilities. Our plug- and -play solutions run right out of the box with application software, peripherals and assistive technology installed and configured.

Web content accessibility

To continuously exemplify our commitment to customers impacted by disabilities, Dell EMC is currently taking action on several levels. Dell EMC works toward the goal of meeting, and where

possible, exceeding, both the W3C® Web Accessibility Initiative (WAI) and US Section 508 standards. Compliance with these guidelines (shown below) helps make Dell.com more accessible to Web site visitors with disabilities and benefits all visitors to the site. The guidelines state:

“Section 508 requires Federal agencies to ensure that individuals with disabilities who are members of the public or Federal employees have access to and use of electronic and information technology (EIT) that is comparable to that provided to individuals without disabilities, unless an undue burden would be imposed on the agency. The requirements of Section 508 apply to an agency's procurement of EIT, as well as the agency's development, maintenance, or use of EIT.” Please see www.Section508.gov for additional information.

“The mission of the Web Accessibility Initiative (WAI) is to lead the Web to its full potential to be accessible, enabling people with disabilities to participate equally on the Web. WCAG are guidelines for making Web content more accessible to people with disabilities, including blindness and low vision, deafness and hearing loss, learning disabilities, cognitive limitations, limited movement, speech disabilities, photosensitivity and combinations of these.” Please see www.w3.org/standards/techs/wcag for additional information.

19. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

For the services specific to this Lot, we will utilize Dell EMC for preconfiguration services and our local, SDB partner Adept for many of the requested services.

Dell EMC

We understand that getting your new systems up and running involves more than simply building the hardware. Through Software Integration and Hardware Integration, we can give you a complete solution the moment your new Dell Latitude, OptiPlex, Precision, arrive at your doorstep. Our offerings include image and application loading and CD-restore. We can integrate third party hardware, and we provide asset tracking by tagging, tracking and securing new systems.

Our flexible approach will enable the Commonwealth to choose from a range of services and solutions that deliver customized systems to meet your business requirements.

The benefits of this approach are:

Assured consistency - Once the Commonwealth signs off an agreed specification, automated processes ensure that all other systems are built to the same exacting requirements. We build once and ship once. Our competitors' models involve building to stock, shipping to reseller, customizing per order, possibly shipping onwards to systems integrator, before eventually getting to the customer. Such multiple handling and multiple shipping can lead to increased likelihood of error.

Reduced cost of deployment - Automation and having just one build process offer distinct cost advantages, which we can pass directly on to the Commonwealth. Our single build

model also reduces the shipping and logistics costs inherent in our competitor's models – again benefits that translate to customer value.

Reduced support costs - Additional quality checks are performed before deployment to ensure, for example, that the correct system images or computer names are applied to all. This level of consistency and standardization allows the Commonwealth to reduce support costs, by not having to maintain multiple copies of software images, standardizing on hardware configurations and a reduction in help desk call.

Dell Custom Configuration Services Capabilities

<i>Imaging Services</i>	<ul style="list-style-type: none"> Installing customer provided images Developing and validating images Maintaining images - updating with the latest OS patches and drivers on a regular basis.
<i>BIOS settings</i>	<ul style="list-style-type: none"> Customizing BIOS settings
<i>Software Integration</i>	<ul style="list-style-type: none"> Installing and customizing advanced Operating Systems and Network Operating Systems (computer name, IP address, network protocols etc) Installing and configuring third-party and proprietary applications Preparing recovery CDs & DVDs
<i>Hardware Integration</i>	<ul style="list-style-type: none"> Customizing Dell standard hardware settings (e.g. BIOS freeze) Installing and configuring 3rd party components and appropriate drivers (including hardware slot configuration, assignment) Custom packing of special documentation or peripherals
<i>Asset Tracking Services</i>	<ul style="list-style-type: none"> Customized Asset tagging and labeling Laser Etching: Print your corporate logo directly onto the chassis of Dell OptiPlex desktops, Dell Precision workstations or Dell Latitude notebooks. Electronic Tags in CMOS Customized Asset reporting Application of Asset Security Labels Installation and configuration of Asset Recovery Software Agents

	Installation and configuration of Asset Tracking Software Agents
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Adept

Adept’s PMO track record with the Commonwealth has resulted in over 450 successful custom technology deployment projects, working with all Commonwealth agencies, over 500,000 systems installed, deploying services to all 67 counties, and over 3000 Commonwealth locations.

Adept’s PMO and Deployment Services infrastructure and team is currently in place; and there will literally be NO transition period nor ramp up time required to start to manage and deliver these services on the next contract. Adept has, and can, successfully utilize their PMO and Technology Deployment Services strategy for any type of desktop, laptop, tablet, thin client, workstation, mobile device, printer, server or storage project that any Commonwealth agency desires to deploy, to anywhere within the Commonwealth. Adept is by far the most qualified and experienced PMO team to manage and deliver all Technology Hardware Lots (1-6). They have a proven by our track record of success with all Commonwealth agencies over the past 15 years.

Finally, Adept’s PMO Best Practices is most accurately described by mapping the similarities of the Commonwealth agencies, along with the unique requirements that each has into our services. This specific customization is what has made each project successful, produced satisfied agency customers over the past 15 years and what Adept focuses on for the foundation of our PMO Best Practices. The following is the summary of how this works.

- Frequency of Deployments:
 - The larger agencies purchase equipment and run projects throughout the year with one or two major project making up most of their procurements. While some agencies will do yearly deployments that is part of a 4 – 5-year refresh program. There are some smaller agencies that will refresh systems on an as need basis due to budget issues and resources challenges.
- Project Planning Process:
 - For projects of under 500 systems planning starts 3 - 4 months in advance which includes 3 major planning session and 6 touch point meetings.
 - For projects between 500 and 1,500 systems planning starts 6 - 8 months in advance which includes 12 major planning session and touch point meetings each week in which there is not a planning meeting.

- For projects between 1,500 and 12,000 systems planning starts 9 - 12 months in advance which includes 24 major planning session and touch point meetings each week in which there is not a planning meeting.
- During all project planning action items like User information, image development, site readiness and destination of systems are developed along with a policy and procedure document that outlines each party's responsibility to execute a successful project. This is just some of the items that are consistent with all projects.
- Project Management Office (PMO) / Project Management (PM) Services:
 - As part of the PMO commitment to help agencies with their strategic planning we have dashboard meetings with the agencies that vary from weekly to monthly to quarterly depending on the volume of work and the urgency of upcoming projects. During these meetings forecast of upcoming projects is discussed to ensure that the hardware vendor is informed of the upcoming order to ensure the product is ready and that time lines during the planning are met. Adept also reviews all the milestones during the dashboard to make sure nothing has changed to keep the project on schedule. The PMO takes the next step by providing road map seminars to keep the agencies up to date on technology and upcoming changes in product lines. Along with the roadmap seminars the PMO offers group and individual educational seminars to assist the agencies with their strategic planning and the Continual Service Improvement to the customer and the end user.
- Customer Satisfaction:
 - Adept's #1 focus for all Commonwealth projects is our ability to understand all the requirements as well as the expectations of the agency, and to make sure we can deliver to each of them. With that goal in mind, we have consistently been able to achieve the highest level of Customer Satisfaction with our PMO team as well as our installation deployment services over the past 15 years. Agencies have validated our success by also utilizing Adept's services outside of the traditional desktop and systems deployments. Agencies have requested Adept to assist in building their IT Strategic plans, and for other various hardware/technology refreshes such as printers, network hardware and even wireless projects. We aid the Commonwealth on budget justifications for large projects to their budget offices, with various forms of documentation and evidence to demonstrate success and best value. This long track record of project success has led to a level of trust with Adept's PMO that we consistently meet with many of the large agency teams on a regular basis to plan and promote the projects to all program areas and to always demonstrate our ability to always manage and deliver any type of technology deployment project. Lastly, this type of customer satisfaction is not best measured in a survey form but by the relationships and trust the

Commonwealth agencies have placed in the Adept PMO and our Technology Team over a very long project life-cycle. Customer Satisfaction, is, and remains, Adept's first priority to Commonwealth agencies.

- Logistics & Deployment Services:
 - The PMO works with the agencies to determine what deployment services are needed for each project. This is done to ensure that the right services are chosen to execute the project to the expectations of the agency and to reduce and unnecessary cost to keep the agency within their budget. Adept also provides a much-needed logistic service for both the new systems and the old systems so the agency does not need to find secure space at their locations to store the systems while the project is being completed.
- High quality trained, and experienced, deployment service professionals:
 - The Adept team provides high quality trained deployment service professionals to all Commonwealth agency projects. All technicians that work on-site on Commonwealth locations have experience with Commonwealth installations and the agency requirements and expectations for deployment. Each technician has a background check report that can be provided to the agency at any time. Any "new" trainees are required to be accompanied by a senior technician at all time, as they learn Commonwealth and agency requirements. Each deployment team has Site Leader that reports back the Project Manager. All aspects of the entire deployment are managed every day, real time, to ensure 100% customer satisfaction, to every agency.

With Adept, we will offer the following services for this Lot:

Project Management Office (PMO) Services:

Project management will be provided by the VENDOR for all services listed, and includes the following services and deliverables.

- Assists in the development of the quote to ensure the proper services and hardware have been selected to complete the project as expected by the customer.
- Schedules and coordinates the pre-project planning meeting(s).
- Schedules and coordinates all deployment meetings through the life of the project.
- Develops a project plan using Microsoft Project.
- Develops all project documentation to be used during the project, and is provided as a deliverable at the end of the project to the customer.
- Ensures that the Purchase Order is processed by the VENDOR per the project plan.
- Tracks and reports on all the orders for the project to the point of delivery.
- Sets up procedures, agreed upon by the customer, to minimize Risk and Change to the project.
- Develops the roles and responsibilities for all groups involved in the project (VENDOR and customer).

- Develops the project schedule for the customer's approval. This includes all services identified on the Purchase Order.
- Works with the customer to determine and gather the information needed for the project.
- Works with the customer to develop and approve the installation scripts to be used by the install teams.
- Merges all information into the install scripts that is required to execute the install script during installation of the new system(s).
- Ensures that all factory services that are needed for the project are completed and applied to the hardware by the VENDOR.
- Provides all reports needed for the project in a timely manner throughout the project.
- Schedules and coordinates Closeout/Lesson Learned meeting at the end of the project.
- Provides a single point of contact from the VENDOR to the customer for all issues and escalation throughout the project.

PMO Deliverables/Reports:

- Comprehensive Project Plan
- VENDOR Asset report including the following fields but not limited to:
 - Agency
 - Department
 - Program area
 - Requestor name
 - Invoice #
 - Serial #
 - PO#
 - Type of hardware
 - Model
 - MAC Address
 - MAC address (Wireless)
 - Warranty Start date
 - Warranty end Date
 - Ship to Address
 - Acquisition Method (Purchase/Lease?)
 - Cost
- Orders Report
- Escalation/Communication Plan
- Completed Install Script
- Chain of Custody Document
- Site Acceptance Document
- Project Inventory Report to include the following but not limited to:
 - Location
 - User Name
 - Old/New IP Address
 - Old/New Machine name
 - Old/New PC OEM
 - Old/New serial #
 - Old/New Asset tag

- Old/New Docking Station Serial #
- Old/New Docking Station Asset tag #
- Old/New Monitor Serial #
- Old/New Monitor Asset tag #
- IMEI#
- Services provided for each item.
- Status and Issues Report

Installation Services: (PC & 1 Monitor or Laptop, Docking Station & 1 Monitor)

- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store systems up to 30 days.
- Verify orders are complete.
- Provide packing slips to customer.
- Report and replace any damaged systems to VENDOR.
- Delivery systems to the customer site(s)
 - Includes inside *just-in-time* delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a *Chain-of-Custody* document to the customer for signature.
- Provide resource plan of team size and members of the team
- Install team will arrive at the same time the systems arrive.
- Unbox and prepare new systems for installation
- Transport new system to end user's desk
- Power down old system, and place beside end user's desk
- Set up new system at end user's desk.
- Organize cables
- Connect all peripherals as necessary.
- Follow customer provided installation instructions to connect the system to the customer network.
- Record all information for the Project Inventory Report
- Remove all trash and packing materials from the customer site.
- Obtain signoff from the site contact indicating that the service is complete.

Asset Tagging

- **Asset tagging is completed at site other than the customer's and done by Adept only if not done by Dell EMC at the factory**
 - Customer works with Installation Service Provider (ISP) to create a custom tag location where tag should be applied.
 - Customer completes any documentation needed by the Asset tagging team to create asset tag.

- ISP creates an asset tag template and sends to customer for review.
- Customer approves the asset tag for bulk production.

Image Deployment

- **Image deployment is completed at a site other than the customer's**
 - Customer provides ISP with a completed image
 - Customer completes any documentation need by the ISP too test image
 - ISP tests the image via their internal process.
 - ISP ships a "Proof of Concept" machine to the customer for testing and validation.
 - Customer approves the image for bulk production.

Bundled Services

- **The bundled suite of services includes:**
 - Installation
 - Image Deployment
 - Asset Tagging

10GB Data Transfer

Installation team members utilize a customer provided tool to transfer the data from the old system to the new system.

- Customer will provide an automated process with instructions, which allows the install team to move the data from the existing systems to a temporary storage location and then transfer the data back to the new systems.

Preparation for Shipment

- Move old systems from end user's desk to a single storage location within the building during the deployment process.
- Organize the equipment in preparation for removal from site.
- Record all information for the Project Inventory Report

Hard Drive Removal

- In correlation with an Installation, Prep for Ship or Disk Wipe the ISP will remove hard drives and mark with the user name, machine serial number, or any other identifier as required by the customer.

Disk Wipe Service

- **On-premise Disk Wipe**

While on-site the ISP will utilize D.O.D. approved disk wipe software to perform the disk wipes.

- Disk wipe logs are provided to the customer for each system.
 - If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the asset report.
 - All hard drives removed can be retained by the customer or delivered to DGS.
- **Off-premise Disk Wipe**

Once systems have been removed from the site and returned to the ISP warehouse, the ISP will utilize D.O.D. approved disk wipe software to perform the disk wipes.

- Disk wipe logs are provided to the customer for each system.
 - If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the asset report.
 - All hard drives removed can be retained by the customer or delivered to DGS.

Relocation Within 25 miles

- **This service is for moving systems and peripherals only and does not include overnight storage.**
 - Power down and de-install systems.
 - Box up all keyboards, mice, cables, etc., and mark to identify the user.
 - Move quoted items to the new location. (Customer should mark the location for the user destination on each cubicle).
 - Install the system and peripherals and power up to verify operability.
 - Remove all packing materials.
 - Obtain customer signoff that the relocation is complete.

Relocation Outside 25 miles

- **This service is for moving systems and peripherals only and does not include overnight storage.**
 - Power down and de-install systems.
 - Box up all keyboards, mice, cables, etc., and mark to identify the user.
 - Move quoted items to the new location. (Customer should mark the location for the user destination on each cubicle).
 - Install the system and peripherals and power up to verify operability.
 - Remove all packing materials.
 - Obtain customer signoff that the relocation is complete.

Devise Return to DGS Surplus Warehouse

- Load systems onto the truck.
- Obtain "Chain of Custody" signoff from customer.
- Palletize and secure all systems at the warehouse by type.
- Pull hard drives if they have not been removed.
- Record Serial numbers by Pallet
- Provide customer with information for DGS Surplus disposition
- Obtain approval from DGS.
- Contact DGS to schedule delivery of systems to the DGS Warehouse.
- Systems can remain at the vendor warehouse up to 30 days.

(Additional Options found in the Cost Matrix)

Managed Logistics

- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store systems up to 30 days.
- Verify orders are complete.
- Provide packing slips to customer.
- Report and replace any damaged systems to VENDOR.
- Delivery systems to the customer site(s)
 - Includes inside just-in-time delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a Chain-of-Custody document to the customer for signature.

Monitor Only Install

- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store monitor up to 30 days.
- Verify orders are complete.
- Provide packing slips to customer.
- Report and replace any damaged monitor to VENDOR.
- Delivery systems to the customer site(s)
 - Includes inside just-in-time delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a Chain-of-Custody document to the customer for signature.
- Install team will arrive at the same time the systems arrive.
- Unbox and prepare Monitor for installation
- Transport new monitor to end user's desk
- Setup and connect monitor to the system
- Record all information for the Project Inventory Report
- Remove all trash and packing materials from the customer site.
- Obtain signoff from the site contact indicating that the service is complete.

Monitor accessory install (Mounting brackets, upgraded monitor stands, dual monitor stands...)

- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store Accessories up to 30 days.

- Verify orders are complete.
- Provide packing slips to customer.
- Delivery monitor accessories to the customer site(s)
 - Includes inside just-in-time delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a Chain-of-Custody document to the customer for signature.
- Install team will add/configure monitor accessories while installing associated monitor.
- Remove all trash and packing materials from the customer site.

Hourly Technical Assistance

ISP will provide a technical resource...in conjunction with a project to execute additional services that may be needed but are outside the normal contract services. (Examples: software loading, software configuration, training, cascading of systems...) There will be separate SOW for this service.

Lot 3 – General Information Technology (IT) Peripherals

All your answers in this section should be specific to Lot 3.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

CDW•G understands the Commonwealth of Pennsylvania is seeking information technology Offerors with deep public sector experience and an expertise on emerging technologies to provide IT peripherals such as printers and scanners as well as associated services to meet your IT Peripherals needs.

We understand that the Commonwealth is seeking Offerors with extensive resources who can help contain costs and provide the best value.

We understand that the Commonwealth is seeking Offerors committed to the participation of Small Diverse Businesses and Small Businesses in delivering the hardware and services requested in this Lot, whether as the prime contractor or as a subcontractor.

We understand the Commonwealth is seeking Offerors with the flexibility and know-how to develop a custom solution that aligns with your strategic objectives of streamlining contract management; increasing ease of maintenance, support, and evaluation; lowering organizational complexity; transitioning to a more mobile workforce; and enhancing accessibility options.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Introduction

IT solutions can get pretty complex at times, but procuring them shouldn't have to be. The Commonwealth can get the best value out of your IT Hardware and Services investment by selecting an experienced partner with the resources, flexibility, and know-how to provide an integrated solution. This approach will meet your IT needs while helping to contain costs and aligning with your strategic objectives.

CDW•G prides itself on being that partner. Created almost 20 years ago to focus solely on the needs of government, education, and healthcare customers, we can orchestrate a superior integrated IT Hardware solution for the Commonwealth.

As the current provider and contract holder for several Commonwealth contracts, including the IT Peripherals, CDW•G has unique and proven experience in addressing the needs of the Commonwealth. We are familiar with your product, contract, and reporting requirements, including already doing the reporting requested by this RFP.

With a staff of over 8,600 coworkers across CDW, nearly 50 in Pennsylvania, and more than 15 coworkers dedicated to this account, CDW•G is that IT solutions provider able to give local-level attention supported by national-level resources. For this IT Peripherals Lot, we have chose to partner with Small Diverse Business Adept Consulting Services, Inc, a local services provider with 15 years of experience serving Commonwealth agencies.

We get that it takes orchestration to deliver IT solutions for large and complex organizations. We are currently doing business with all 50 states, and with every State agency and County class within the Commonwealth.

However, we are not ones to rest on our laurels. We are always looking toward the future. Recently named Dell EMC's 2015 Americas Emerging Technology Partner of the Year, we understand innovation, modernization, and technology's ever-evolving role in achieving net benefits for our customers.

We propose that our integrated solution approach across all six Lots will help to contain costs and align with your strategic objectives. Whether it's the ability to procure desktops from Lot 1 of this RFP with peripherals in Lot 3 all in a single purchase order, or laptops from Lot 1 with servers in Lot 5, or any type of combination, CDW•G can simplify procurement by being flexible, making our solution truly a best value.

Your Dedicated Account Team

We know how important CDW•G's ease of communication and contract management has been to the Commonwealth in the past and will continue to be in the future.

To ensure the Commonwealth's needs are met quickly, easily, and accurately over the course of this contract, Sr. Account Manager Ryan O'Donnell, with over 5 years' experience working with the Commonwealth, will be its single point-of-contact.

For managing this contract, Deputy Program Manager Yolanda Blomquist has deep experience with large contracts for the Commonwealth, including the existing IT Peripherals agreement. She currently prepares quarterly reports and addresses the Commonwealth's reporting needs.

In addition to Ryan and Yolanda, our Commonwealth dedicated sales account team includes:

- Nick Larocca
- Erik Joss
- Alexa Sharrar

We will also leverage our leadership and engineering resources in the following services practices:

- Cloud
- Collaboration
- Data center
- Mobility
- Networking
- Print Solutions
- Security

Your CDW•G team is ready to support this account, and we will continue to deliver the same focused customer experience the Commonwealth has known throughout our trusted relationship.

Advantageous Partnership

CDW•G also gets that the Commonwealth expects more from its vendor partner than just the latest technology. To fulfill its goals and strategic objectives, the Commonwealth needs a vendor partner with the vision to see the solution both today and in the years ahead.

We can leverage our industry relationships, both with the leading OEMs who build the devices, and also with partners who may not be directly requested in this RFP, such as Microsoft and Intel, but who will continue to shape and drive IT industry standards for the length of this contract. Because of these relationships, CDW•G has the ability to procure the leading technology and the flexibility to refresh existing infrastructures when needed.

For the Commonwealth's IT Peripherals solution, we have chosen to partner with Small Diverse Business Adept Consulting Services, Inc ("Adept"). From design and implementation to configuration and optimization, we have the right team in place to orchestrate a solution that will satisfy not only the Commonwealth's current requirements, but anticipate its future needs.



When you need IT, trust the People Who Get IT. As a leading provider of IT products, services, and integrated systems, CDW•G is an expert at procurement, configuration, installation, and additional lifecycle management services.

A key benefit for the Commonwealth of working with CDW•G is our ability to provide Integrated Solutions across the IT spectrum through strong strategic partnerships, large on-site inventories, on-line procurement, efficient operations, technical expertise and commitment to each of our customers.

With over 1,000 brands and over 100,000 products, our vendor-neutral portfolio ensures that the Commonwealth can find the peripherals needed to keep your IT workstations operating efficiently. Our peripheral catalog includes (but is not limited to) cables, CD/DVD, graphic accelerators, hard drives, labels and other paper specialties, memory, modems, monitors, motherboards, other system enhancements, power protection, printer accessories, processor upgrades, projectors, scanners, storage and media, supplies, tape drives and tools.

CDW•G's blended approach to procuring products includes our \$220 million of inventory in our two ISO 9001:2008-certified distribution centers, which have nearly one million square feet of distribution space combined. We also leverage partner relationships to "drop-ship" products when necessary. These processes enable a fast turnaround so that customers are able to utilize their products quickly.

CDW•G & Adept

In an effort to provide the Commonwealth with a "best value" solution, CDW•G and Adept have developed a strategic partnership for this contract. The CDW•G-Adept team combines the

national presence and clout of CDW•G with Adept’s local support infrastructure, Project Management Office (“PMO”) team, and 15 years of experience serving the Commonwealth.

Adept’s PMO track record with the Commonwealth has resulted in over 450 successful custom technology deployment projects, working with all Commonwealth agencies, over 500,000 systems installed, deploying services to all 67 counties, and over 3000 Commonwealth locations.

This structure brings the Commonwealth the products and services you need, and provides a knowledgeable and engaged presence right in your neighborhood.

Solution

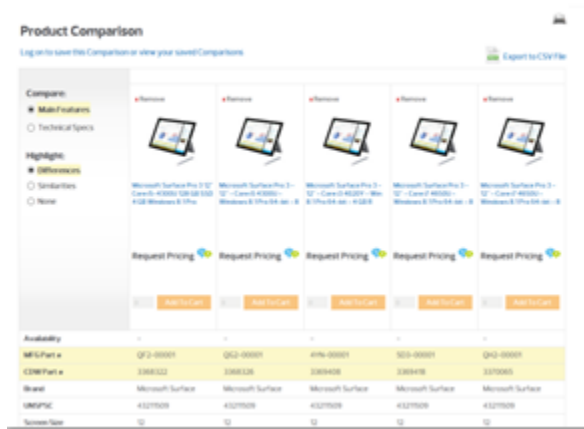
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Online Comparison Tool – Compare Up to Ten Items at a Time

When determining a peripheral need, the Commonwealth can utilize our Online Comparison Tool within its personalized web portal or on cdwg.com. The Comparison Tool will allow agencies to conduct a side-by-side comparison of up to ten products. As part of this comparison, the user can view detailed product descriptions with information such as price or

Online Comparison Tool Example Page

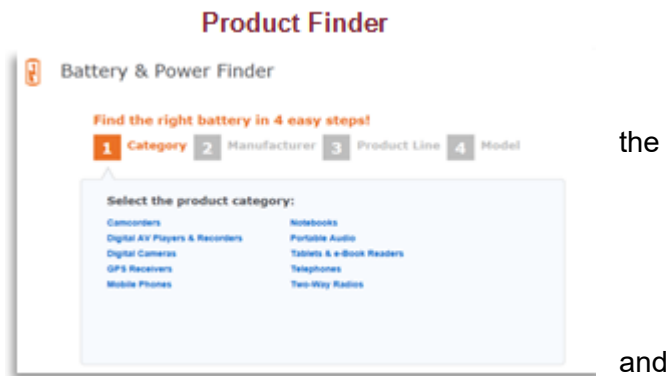


specifications. The comparison allows for products to be compared based on Main Features and Technical Specifications, with the option to highlight differences or similarities. The comparison can be exported to a CSV file for quick analysis or sharing amongst team members. This takes the hassle out of downloading data from multiple manufacturer websites and allows users to quickly determine the best product to meet their needs.

“Product Finders” – Quickly Find Compatible

Peripherals

The Commonwealth can utilize “Product Finders” via their web portal and cdwg.com to make it even easier to find peripheral supplies for printers, fax machines, copiers, multi-functions, and other products. Using this tool, users can quickly search for peripherals compatible with a specific device. Once on the Product Finders main page, the user simply has to select the appropriate category and answer a few simple questions regarding device. Once answered, compatible products will display as optional peripherals to purchase that meet the need. Product finders assist in identifying technology solutions that fit requirements and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.



Further, we have orchestrated our custom IT Peripherals solution to meet the Commonwealth’s needs today and align with its Strategic Objectives going forward.

Streamlined contract management

CDW•G offers a unique customer service asset through our Program Manager Yolanda Blomquist. You may not be aware since you have been partnering with CDW•G for many years on many different contracts, but some vendors, even large resellers do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting.

We get that contracts are serious commitments, and at CDW•G, we honor our commitments. Yolanda has over 10 years’ contract management experience and has been supporting the Commonwealth for almost all of that time.

Unlike vendors who may be unfamiliar with the Commonwealth, and as a result require a longer contract ramp-up time, partnering with CDW•G means “business as usual.” We already have the resources in place to deliver superior service and support from Day 1 of this new IT Peripherals contract.

Increased ease of maintenance, support, and evaluation

Your team of account representatives will provide product lifecycle information to help you make informed decisions on upgrades, expansions, retirement and other methods of updating the existing IT environment.

The Commonwealth will benefit from our direct relationship with IT heavyweights who drive industry standards, which allows us to stay on top of how releases and announcements will affect the Commonwealth's current assets.

Furthermore, you can depend on CDW•G's on-site OEM representatives, additional resources that will help process requests. Your account team will work with these resources and directly with the manufacturer to review product roadmaps, identify new models and develop a transition plan for new technologies. The CDW•G team can also schedule quarterly conference calls with Commonwealth agency IT staff to help advise them on any major manufacturer announcements or roadmap changes.

Through our relationships and resources, we can support an organization the size of the Commonwealth in ways other vendors can't.

Lower organizational complexity

Personnel

The CDW•G account team is the center of the customer service experience. Agencies should always contact their dedicated account team with any issues or inquiries. The account team evaluates the issue and determines the best next steps. Account representatives will bring in the appropriate resources, such as their sales manager Mike Truncone, a dedicated OEM support coworker, or CDW•G Customer Relations.

Additionally, through our partnership with Adept, the Commonwealth will benefit from a simplified approach to multiple, complex projects: you can expect the same project management team in Adept.

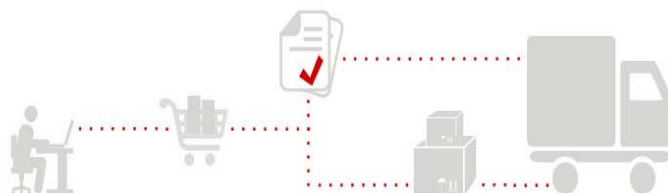
Procurement

The Commonwealth will benefit from CDW•G's ability to streamline your procurement. We already have a punch-out site in place for your IT Peripherals needs. We can expand that punch-out site to cover the different Lots requested in this RFP and are flexible to include any additional categories that may come up later.

We have the ability to incorporate procurement features such as Electronic Data Interchange and automatic invoices across the different Lots. This approach will allow your agencies to

combine complex IT projects all onto one site. For example, a new building that needs laptops, peripherals, and servers can all be placed on a single purchase order with CDW•G.

For us, it's not a question of integration, but customization, how we can further tailor your ordering process to make IT procurement as simple and easy as possible.



The Commonwealth also has access to your CDW•G Account Center, which is a suite of website features and information designed to make IT purchases easy. Authorized users and administrators will benefit from an easier and more cost-effective method of ordering, tracking, and managing IT purchases. Administrators will benefit from enhanced product and pricing standardization, purchase approval processes, and asset management.

Your CDW•G Account Center is free of charge and taps into the features and information that make IT purchases easy. Your Account Center is accessible 24 x 7. Use it to:

- Connect with account representatives and a team of specialists
- Maintain consistent, contract-compliant pricing
- Create and retrieve quotes and collaborate with your account manager
- Promote IT standards
- Track orders and shipments
- Manage purchases and payments
- Set shipping and billing preferences and manage contact information
- Control access to features and information throughout your organization

Integrated Solution

Rarely does an IT solution fit neatly into just one category, or just one Lot. Orchestrating the right technology often requires an integrated approach. CDW•G can save Commonwealth agencies time and money with our Integrated Solutions capabilities, the ability to procure desktops from Lot 1 of this RFP with peripherals in Lot 3 all in one order, all on one punch-out site.

Some providers may know one Lot but not the others. CDW•G can help the Commonwealth with its strategic objective of lowering organizational complexity by being that expert singular resource: That partner across all Lots.

Transition to a more mobile workforce

As technology is connecting more people than ever before, organizations are beginning to realize the benefits of mobilizing their workforce.

With extensive experience and close relationships with leading industry partners, CDW•G gets mobility. We can offer the Commonwealth strategy workshops to help define your mobility vision and create a roadmap to bring it to life.

PEOPLE WHO GET IT

When you work with CDW, you're backed by a team of experts who are here to support every facet of your mobility solution.

100+ SECURITY ENGINEERS		50+ SECURITY SOLUTION ARCHITECTS		30+ CERTIFIED MOBILITY AND SECURITY SPECIALISTS	
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CDW•G can help the Commonwealth see the big picture and develop a mobility strategy that keeps key considerations in mind such as:

- Infrastructure
- Network
- Collaboration Tools
- Security

Enhanced accessibility options

The Commonwealth's commitment to enhanced accessibility options will benefit from a CDW•G solution. Though we do not manufacture hardware, we make accessibility to technology a top priority. We believe that all people should have fair and equitable access to technology resources, and we do this in accordance with US Section 508.

Conclusion

As a company, CDW•G has a longstanding relationship with the Commonwealth. Our history implementing projects on the IT Peripherals contract, and really all of the contracts we've held with the Commonwealth, means we have deep knowledge from this in-depth experience to expertly deliver on the Commonwealth's most recent IT Peripherals needs.

And by partnering with CDW•G for this Lot and all of your IT hardware and services needs, the Commonwealth will profit from end-to-end benefits. Because selecting the right IT solution is only part of it. The Commonwealth knows you need a trusted partner who will simplify the IT procurement process and be right there with you for the full lifecycle of your IT initiative.

CDW•G strives to be that trusted partner. We will continue to remain ahead of the curve with marketplace changes and emerging technologies, expand and enhance our value proposition through contract and asset management, and better serve your ongoing technology needs.

3. **COVERAGE.** Please describe the manufacturers your company carries, and describe the extent of coverage across product types and manufacturers.

CDW•G has established strong working relationships with the major suppliers in the technology industry. We maintain these relationships in order to provide the best products, services, and support to our customers. We offer more than 100,000 products from more than 1,000 different manufacturers and software publishers. Our top partners have full-time representation at CDW•G’s sales offices to facilitate requests for information and assist with designing the best possible solution. Your account team will also work with these resources to review product roadmaps, evaluate new models, and develop strategies to ensure a smooth transition to a new system.

Many manufacturers work with CDW•G because of our vast distribution network and the value-added services that we provide to our customers.

Below are partner distinctions for five of our highest revenue partners:

CDW•G Vendor Partner Distinctions	
Vendor	CDW•G
Cisco	<ul style="list-style-type: none"> • Gold Certified Partner • Global Commercial Partner • Master Specializations: <ul style="list-style-type: none"> ○ Unified Communications ○ Security ○ Cloud Builder
Dell EMC (formerly Dell)	<ul style="list-style-type: none"> • We are Dell’s #1 Partner Worldwide • We are a Dell Titanium Black Partner • We are the only stocking Dell reseller
Dell EMC (formerly EMC)	<ul style="list-style-type: none"> • Platinum Partner • #2 Partner in US

HP	<ul style="list-style-type: none"> • Platinum Partner • Largest North America Reseller • Partner One Growth Reseller In US & Canada
Lenovo	<ul style="list-style-type: none"> • Largest Channel Partner

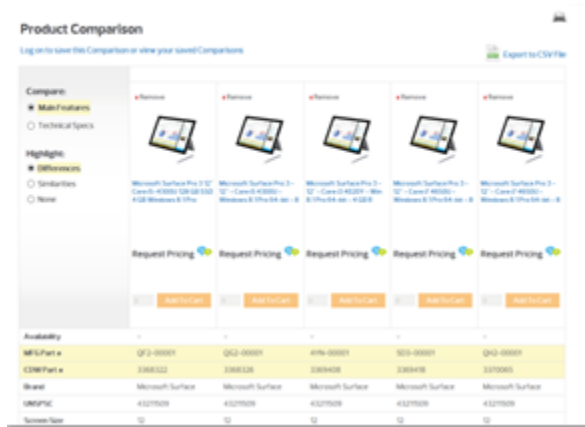
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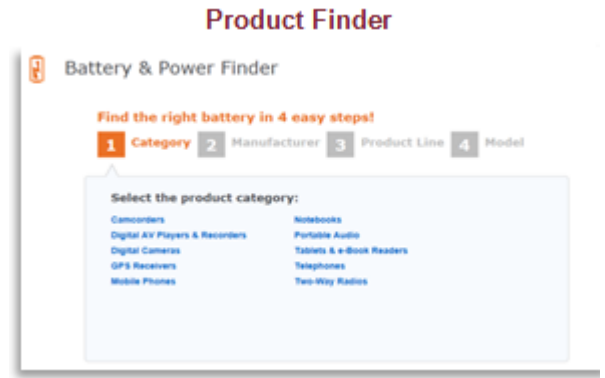


specifications. The comparison allows for products to be compared based on Main Features and Technical Specifications, with the option to highlight differences or similarities. The comparison can be exported to a CSV file for quick analysis or sharing amongst team members. This takes the hassle out of downloading data from multiple manufacturer websites and allows users to quickly determine the best product to meet their needs.

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compatible products will display as optional peripherals to purchase that meet the need. Product finders assist in identifying technology solutions that fit requirements and will even help find information for discontinued models. These Finders were designed to ensure compatibility for product categories including cables, desktops, ink and toner, memory, notebooks, power protection, and cases and bags.



4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope	Oregon IT HVAR # 5603 - Hardware	MA ITC47 - Hardware	NJ NASPO - Hardware
Client Name	Oregon Dept of Justice	MA Executive Office of Health and Human Services	New Jersey Motor Vehicle Commission
Contact Name	Adriana Houghton	James Ganoe	Marc Castadot
Contact Title	Contract and Procurement Specialist	Deputy Director IT Technical Operations	IT Program Manager
Address	1162 court St NE Salem, OR 97301	100 Hancock Street Quincy, MA 02171	225 East State Street Trenton NJ
Email	adriana.houghton@doj.state.or.us	James.Ganoe@MassMail.State.MA.US	Marc.castadot@mvc.nj.gov
Telephone #	503.378.5483	978.551.2274	609.777.4224
State Government? Y/N	Y	Y	Y

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

We believe that if we strive for perfection, we achieve excellence. Because of this belief, we constantly assess our strengths and opportunities for development. It was through this ongoing assessment that CDW•G was born. We realized that no reseller or IT solutions provider, including ourselves, was giving our public sector customers the segment-specific support they

needed. CDW•G was founded in 1998, nearly 20 years ago, to focus solely on the needs of our government, education, and healthcare customers.

When allocating resources, some providers don't make the distinction between their public and private sector customers. CDW•G does. We have almost 700 account managers who provide a direct pipeline to public sector customers across the country. These account managers are further broken down by vertical: we have more than 200 account managers dedicated just to state and local government customers, almost 300 for K-12 customers, and 150 in higher education.

Beyond their verticals, our account managers are then even further specialized by working with customers only in a certain geographic region. This specialization allows our account managers to develop personal relationships with customers and focus on the issues faced by customers in that vertical and location. They become experts at what our customers really need and are able to give expert advice whenever a customer is considering an IT purchase.

CDW•G has business relationships with all 50 States in the United States. We have a strong record of successful IT deployments with the Commonwealth.

For example, we worked with the Pennsylvania State Police to outfit their patrol cars with laptops, along with mounting equipment and docks. We partnered with a 3rd party to install and integrate this solution in locations across the Commonwealth.

We delivered the project three months ahead of schedule, providing the Commonwealth big cost savings from the original contract price, and also the time and resources to focus elsewhere on projects critical to the public.

And after delivery, the Commonwealth's dedicated account team continued to work on maintenance and warranty around the project, providing full lifecycle support.

In addition to the work we've done for the Commonwealth, we have carried out many successful deployments for our references listed above.



On the Oregon IT HVAR contract, we have performed installation and configuration services for the Oregon Department of Justice's desktops and laptops for the past 5 years. This is a 500 unit yearly refresh with all the peripherals that go with it.

Another successful deployment is CDW•G's recently completed 3-month Microsoft engagement. We set up the System Center

Configuration Manager and System Center Service Manager.



On the MA ITC47 contract, we recently worked on a project to refresh the Massachusetts Executive Office Of Health and Human Services's ("EOHHS") disaster recovery and back up environment. And we are currently working to refresh each of their Data Centers. We are keeping the IT equipment in local warehouses and through working closely with EOHHS, we delivering and installing it during the scheduled maintenance periods to minimize disruptions.



On the NJ NASPO contract, CDW•G is currently assisting the New Jersey Motor Vehicle Commission with a HPE Hyperconverged HC380 Proof of Concept ("POC") at their Trenton Data center. Starting almost a year ago, CDW•G Solution Architects began working with HPE Engineers to asses and design the POC as well as install the appliance and get it on the network. The Commission is currently in the process of procuring additional HC380 nodes that CDW•G has designed and will continue to utilize our presales engineering resources (provided at no cost) to ensure a smooth transition.

In addition to the Hyperconverged units themselves CDW•G has also helped with Power/Cooling and networking needs related to this migration as well. All along, CDW•G presales engineers from different disciplines have collaborated to make sure that the end

result works together seamlessly.

It is through our specific allocation of resources to the public sector, and further specialization by vertical and geography that CDW•G has been so successful in meeting the unique needs of our government, education, and healthcare customers.

6. REPORTING. Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

For reporting, Deputy Program Manager Yolanda Blomquist has deep experience with large contracts for the Commonwealth, including the existing IT Peripherals agreement. She is already preparing quarterly reports as identified in this RFP in Appendix J, and addressing the Commonwealth's reporting needs. Please see a recent sample report attached to this response for the level of custom reporting CDW•G can do and already does to meet the Commonwealth's needs.

Quarterly Business Reviews (QBRs) are an important component of any working relationship, but even more so with the complexity of the Commonwealth. These meetings allow us to review successes in order to better duplicate and discuss challenges to avoid in the future, ultimately ensuring we are not only meeting but exceeding your expectations.

Your Account Executive Alexa Sharrar, and Account Managers Ryan O'Donnell, Nick Larocca, and Erik Joss will be able to meet with you to go over current configurations, lifecycles, product roadmaps, and processes unique to the Commonwealth, as well as outline changes in the industry and help tailor them to your future IT needs.

We will review your standards and make sure we are leveraging the buying power of both CDW•G and the Commonwealth to bring the absolute best value back to you. CDW•G has strong partnerships with many OEMs and through these QBRs we will collaborate to regularly review model transitions, trends, potential pitfalls and the overall technology roadmap for the Commonwealth.

Your account representatives will provide quarterly purchase summary reports that summarize total spend, spend by category, days to ship, and more. As our relationship continues to grow, your account management team will continue to monitor performance and work with you to address new challenges and initiate additional contract improvement opportunities and cost savings processes and programs through creativity and adherence to best practices.

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Due to his experience and tenure, Sr. Account Manager Ryan O'Donnell will be the Commonwealth's sole point-of-contact.

However, the Commonwealth will benefit from CDW•G's deep resources dedicated to Commonwealth agencies that go beyond Ryan. Where other companies will have a single person working across a number of verticals, CDW•G will be providing an account team dedicated specifically to Commonwealth agencies.

You can rest assured that any one of your account representatives will have the knowledge to provide the superior customer experience the Commonwealth has known from your partnership with CDW•G.

Your dedicated account team, in addition to Ryan, will be ready to serve all agencies across the Commonwealth and will include account representatives Erik Joss, Nick Larocca, and field representative Alexa Sharrar.

And your CDW•G account team is the same across all lots, which provides the Commonwealth with consistently high support for each lot and a team who truly understands your overall environment.

Key Staff



Ryan O'Donnell – Sr. Account Manager
Serving CDW•G Customers Since 2011
P: 203.851.7098
F: 847.990.8039
E: ryano@cdwg.com

The District's dedicated account managers, Ryan O'Donnell, Nick Larocca, and Erik Joss, serve as your primary points of contact and oversee all facets of your CDW•G account. They are available on an as-needed basis to tackle all of the District's product quote, order placement, and problem resolution needs. With more than 10 years of CDW•G tenure between them, they are highly trained to address all of your questions and concerns. Having managed previous Commonwealth accounts in Pennsylvania, they are extremely familiar



Nick Larocca – Account Manager
Serving CDW•G Customers Since 2013
P: 203.851.7240
F: 732.676.2875
E: nick.larocca@cdw.com

with the processes, challenges, and needs that are specific to the Commonwealth and its public agencies. It is Ryan, Nick, and Erik's ultimate goal to be an extension of the Commonwealth, providing expert guidance, comprehensive support, and proactively seeking out new ways to increase the level of value you receive from your IT investments.



Erik Joss – Account Representative
Serving CDW•G Customers since 2015
P: 203.851.7287
F: 847.371.8833
E: erikjos@cdwg.com



Alexa Sharrar – Account Executive II
Serving CDW•G Customers Since 2016
P: 847.465.6000
F: 847.990.8039
E: alexsha@cdw.com

Harrisburg-based account executive (AE) Alexa Sharrar serves as another point of contact for Commonwealth agencies and is dedicated to ensuring your total satisfaction. Alexa works in tandem with Ryan, Nick, and Erik, CDW•G's technology specialists, and your manufacturer partners of choice to provide valuable consulting services and outstanding sales support. Alexa will be available to arrange to visit your site(s) for business reviews and other meetings, on a regular or as needed basis.



Mike Truncone - Sales Manager
Serving CDW•G Customers Since 2005
P: 203.851.7141
F: 847.990.8050
E: mike@cdwg.com

Backing your account representatives is Mike Truncone, their Sales Manager. Mike will work with them to develop strategies that best position the Commonwealth and its agencies for long-term success. During his 10+ years serving the Commonwealth at CDW•G, Mike has devoted significant hours to meeting with different agencies in order to understand the dynamics of the Commonwealth and each local market. His goal is to ensure that Commonwealth agencies receive full advantage of CDW•G's offerings and the contracts available to them. In addition, Mike has and will continue to build and maintain strong relationships with our partners in each region, including Dell EMC.



Jonathan Mazella - Sales Director
Serving CDW and CDW•G Customers Since 1996
P: 203.851.7222
F: 203.899.2196
E: jonathan.mazella@cdwg.com

Sales director Jon Mazella serves as the sponsor of the Commonwealth's account. Jon brings more than 20 years of IT sales experience to your organization. In his current role, Jon is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's State & Local customers. Jon is committed to the success of the CDW•G-Commonwealth partnership. He will leverage both his internal and external relationships whenever possible to ensure that we are continually meeting the needs of the Commonwealth.



Yolanda Blomquist - Deputy Program Manager
Serving CDW•G Customers Since 2000

The commonwealth also has a program manager, Yolanda Blomquist, assigned to your CDW•G account team. Yolanda is a contract management specialist who focuses exclusively on administering agreements between CDW•G and our customers. Yolanda

P: 312.705.1880
F: 312.705.4680
E: yaguilar@cdw.com

will focus on CDW•G remaining compliant with our Commonwealth contract and government regulations, as applicable. She will prepare the Quarterly Reports and Quarterly Business Reviews, and make modifications to the agreement, as necessary, including price reductions, additions, discontinued product replacements, and version changes. She will confirm that price and supply agreements are in place from award through completion.

In addition to the Commonwealth's committed key staff, agencies will have access to CDW•G's deep resources, including a Pennsylvania-area team of industry-certified specialists available to consult on any of the products or services offered.



Deep Acharya – Field Security Solutions
Serving CDW•G Customers Since 2014
P: 267.347.2131
E: sudiach@cdw.com

Deep is a technology professional with over 16 years of experience in architecting and supporting multi-disciplinary technologies in order to address the most complex aspects of network and security infrastructures. He strives to provide outstanding customer service and aims to maintain a reputation for being able to define and implement enterprise technology solutions which improve efficiency and most importantly, enhance security.



Tim Day – Field Unified Communications Solutions
Serving CDW•G Customers 2011
P: 856.330.3244
E: tim.day@cdw.com

Tim is a Cisco veteran for 15+ years, and focused on Cisco Unified Communications for the past 10+ years. He joined CDW in Sep 2011 and strives to find solutions that exceed customer expectations by utilizing the vast depth of knowledge and experience, the CDW engineers, Solution Architects, and sales teams have to offer.



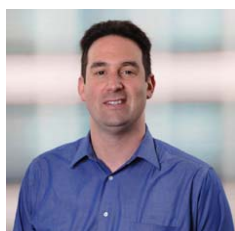
**Charles Lewis – Enterprise Wireless Solutions
Serving CDW•G Customers Since 2011
P: 732.982.0460
E: charles.lewis@cdw.com**

Charles has been a network engineer for over 8 years. He has been focus on wireless networking for the last 5 years where he has gained valuable experience deploying complex wireless solutions in large Enterprise environments. His main product focus is Cisco/Meraki and Aruba.



**Adrian Johnson – Sr. Field Network Solutions
Serving CDW•G Customers Since 2015
P: 215.316.0388
E: adrijoh@cdw.com**

Adrian is a Network/Systems Engineer with 18 years of professional experience in Troubleshooting, Design, and Pre/Post- Sales Support. His experience includes working with National Network and Managed Service Providers while supporting customers on multi-vendor platforms including Cisco, Juniper, Brocade, and Adtran. Adrian provides coverage in DE/ Southern NJ/Southeastern PA.



**Jeremy Rigeftsky – Field Server/Storage Solutions
Serving CDW•G Customers Since 2013
P: 215.252.6286
E: jererig@cdw.com**

Jeremy is a senior level Solution Architect that has been working in the technology industry for over 15yrs. He has held a wide range of roles including internal support, post-sales implementation / integration, and pre-sales architect. Jeremy is experienced in server and storage virtualization and designing best in breed solutions utilizing industry best practices. He is focused on providing the highly available, resilient, performance tuned solutions.



Aaron Stephens – Field Data Center Solutions
Serving CDW•G Customers Since 2012
P: 215.356.4397
E: aaron.stephens@cdw.com

For the past 15 years, Aaron has been helping customers design, configure and implement new solutions and refresh existing data centers, POS applications, networking IDF and MDF locations, and remote offices. Some of Aaron's specialties include Data Center & Network Infrastructures, UPS Backup, Power Distribution, Precision Cooling, and Network Management Software to support a variety of applications.



Matthew Wendle, Professional Services Manager
Serving CDW•G Customers Since 2003
P: 703.262.8167
E: matt.wendle@cdw.com

Subcontractors

Adept will be providing general project staffing, project management and technology deployment services for this Lot.

Mark Kirsch, Vice President

P: 717.991.1135
E: mkirsch@adeptusa.com

8. **IMPLEMENTATION PLAN:** Please describe your company's plan for contract implementation. Please specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps.

Though many organizations spend their entire focus on winning a contract, we understand that the implementation and delivery component is the critical component of a successful relationship. Even other vendors that have industry experience will be green to this contract, and Pennsylvania agencies would feel the effects as any other vendor acclimated to the new award.

With CDW•G, there are no growing pains. Working with CDW•G on this Lot, and really all of the Lots, will continue to be “business as usual” from Day 1.

Commonwealth agencies already know Yolanda Blomquist is the resident expert for the contract, and reach out to her for assistance on related issues. We also have other coworkers knowledgeable and actively supporting the contract, as back-up for Yolanda.

Instead of being tasked with ramping up the contract and figuring everything out as we go, we’ll be re-energizing. We’ll also use the lessons learned from our time on the existing IT Peripherals contract for this next contract iteration, constantly focusing on offering agencies an outstanding overall program.

Even though we are confident the Commonwealth already knows to expect a partnership with CDW•G for this Lot, and to be sure all six Lots, will result in “business as usual,” we want to provide below the steps, timing, roles and responsibilities, and summary chart around our contract implementation that has been a key component in our longstanding relationship with the Commonwealth.

- Plan – This is the “official” implementation start-up period for the implementation. During this time, CDW•G works in the background to lock discounts on our contract editor system, the proprietary software tool used to manage CDW•G contracts and keep the price commitment, create a sales Wiki for the contract, an internal education tool that houses all critical contract detail, such as pricing, scope, and special instructions, and also finalize the reporting requirements, templates, and critical due dates.
- Build – CDW•G builds the E-commerce web portal for the Commonwealth and customizes the portal for the state agencies. CDW•G tests the portal and other functionality to ensure the systems are ready for final testing, and we oversee the project and regularly communicate with the Commonwealth and incumbent vendor project status.
- Test and Train – This is the period before “go live” to make sure CDW•G is fully ready to assume full support for this contract. During this period, CDW•G also rolls-out end user training to make sure all of the Commonwealth users understand the changes and how to use the new model. The training is done through FAQs and a call campaign from your CDW•G account representatives, and social media, which will reduce transition risk and ensure the Commonwealth is ready for the new model
- Go-Live and Stabilize – Once the model is in place, CDW•G continues an education campaign to publicize the contract through email, phone, and social media. We also meet with the Commonwealth to discuss possible “road shows.”

SUMMARY CHART

Contract Launch/Renewal Worksheet		
Name of Contract: _____		
Contract Code: (Note not all contracts require a CE code ie: service only contracts)		
Documentation	Due Date	Date Complete
Contract Docs- File in Contract Library		
Award Notice/Resulting Contract		
Pieces of original RFP		
Renewal documents		
Manufacture contract reseller agreements		
Set Up		
Set-up in CE/CM		
Pricing Tables		
MAM entry or updates		
Segment Trackers		
Sales Wiki		
Reporting query		
	Due Date	Date Complete
Compliance		
Reporting		
Reporting spreadsheet		
Write or modify a query for contract reporting		
Document Rebates/fees, add to reporting sheet		
Obtain a W-9 and address for rebate/fee payments		
Pricing		
Schedule in Outlook for updates		
Eligible Buyers		
List or Group		
Process to maintain		
Audits, Service levels, etc		
Create calendar reminders and document process to comply		
	Due Date	Date Complete
Marketing		
Announcement		
Email to sales teams (AM, SM, FAE, BD)		
Establish date of Training		
CoworkerNet (Sharepoint)		
Contract Summary		
Training Docs		

Announcement Flyer		
Training		
Presentation/Conf Call		
Power Point Presentation		
Premium Page		
Logo		
Products/ Containers		
Account Managers		
Additional Links		
CO approval if required		
Schedule for updates		

Red=Must be done for every contract

9. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

CDW understands innovation, modernization, and technology’s ever-evolving role in achieving net benefits for our customers.

We have successfully implemented thousands of solutions across many emerging technologies for customers nation-wide. Our Solution Architects, Engineers and Project Managers have the training, credentials, and experience to incorporate and roll out these solutions successfully.

As a company, CDW•G has internal resources dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies: a team of brand managers, category managers, partner specialists, a product data team of individuals, and field account executives, among others. We continue to leverage these assets to ensure we are offering the Commonwealth state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in the Commonwealth’s environment.

Responsibilities of our resources include:

Product & Partner Management: Our category managers head our product & partner management department and are responsible for overall success and strategy of our technology categories. This team collaborates to monitor our manufacturer partners’ performance in serving CDW•G customers and our business initiatives. The group, largely, is all located within the same offices as our sales team, facilitating easy communication of insightful lifecycle information. The highly collaborative relationships we have with our manufacturer partners allow us to quickly provide the Commonwealth the latest technologies.

Procurement: Our procurement team utilizes demand data to determine order quantity and manage proper flow of inventory. Overall, our inventory turns an impressive 24-26 times per year; evidence of our effectiveness in keeping the latest “best of breed” solutions at hand. Our buyers have close working relationships with all of our partners, who assist in pursuing and securing special buy-in opportunities; provide our new product launches and product lifecycles information; and keep CDW•G notified of marketing activities that would lead us to require a greater on hand inventory. An example of this pro-active procurement process includes the always anticipated release of the newest generation Apple iPad. We receive advanced notification of iPad releases, allowing us to purchase quantities in advance and supply to our customers when other vendors may have difficulty securing stock.

Marketing Reporting and Analysis Team:

Among its many other functions, this team develops analysis to evaluate product and brand trends. Additionally, they perform significant analysis of our partners and major competitors’ pricing offers to ensure our advertised pricing stays competitive in the market.

Sales Teams: CDW•G’s field account executives (“FAEs”) are the dedicated onsite presence and direct conduit to the resources within CDW•G for our customers. Our State & Local arena coworkers focus on the needs of specific agencies. This assignment structure allows our FAEs to be actively involved with and extremely knowledgeable about our government customers’ current environments and evolving needs. They in turn, with their account manager, business development, and Intel counterparts, provide new technology input to our program managers to ensure we provide timely contract updates to give the Commonwealth the ease of procuring the latest technologies.

Additionally, members of our sales team receive an average of 165 hours of training in their first year at CDW•G, and participate in more than 140 hours in each subsequent year of employment. Our sales teams focus on being certified experts in the products they sell; proof of this dedication is in the numbers. Our sales teams not only contribute to the effort of including emerging technologies at a contract level, they provide technology road mapping assistance at an agency level.

For example, when helping the Commonwealth envision and implement its mobile transition, our account management team’s introduction may provide a broad overview of several aspects of enterprise



mobility, or it may focus on a particular topic area, depending on what the Commonwealth specifically needs.

Before investing in a longer-term mobile program, the Commonwealth may need a “quick start” to address short-term objectives and solicit internal buy-in. CDW•G offers a two week engagement including one week of research and preparation, three days on client’s site, and two final days of building a 30/60/90 mobile plan.

With our Mobility partners, such as Dell EMC, CDW•G will collaborate with the Commonwealth to obtain a deeper understanding of their vision and the mobile landscape through sessions with senior level stakeholders and specialists. We will collaborate on a strategic vision for mobile’s role in their organizations. Outcomes of the exercise include a mobility roadmap and understanding of existing and emerging technologies to prioritize what to do today, tomorrow and 12-18 months from now.

On-Site Vendor Representatives: In each sales office, we have an area dedicated for vendor partners to work onsite at CDW•G. We feel this is an important investment in fostering a work-share mentality and maintaining focus on our customer’s needs. With our partners’ representatives sharing office space, Account Managers and Engineers collaborate to assist the Commonwealth, and provide insight to emerging technologies.

We are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to be confident their products are market-ready, prior to their public release.

We will continue to leverage our assets and relationships to ensure we are offering the Commonwealth state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in its different environments.

10. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company’s supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

CDW•G Supply Chain Network

The Commonwealth will benefit from a vendor partner positioned very closely with major shipping companies for standard and expedited delivery. CDW•G’s carrier partners will be

recognizable to the Commonwealth as standards of excellence in the industry: UPS, FedEx, AIT, UPS Freight, Dynamex, CEVA Logistics, and Veterans Messenger service.

Commonwealth agencies can expect most of their shipments to come from the Vernon Hills distribution center, which focuses on distributing products to customers east of the Mississippi River, while the Las Vegas distribution center, which primarily serves the western part of the United States, will be there to provide inventory and shipping support when needed.

These two large strategically located distribution centers ensure speed and accuracy throughout the product fulfillment and distribution process. CDW•G has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. We carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

In 2015, CDW processed 45% to 55% of our IT sales from our two distribution facilities.

Even these impressive figures represent about half of our current capacity. We have the flexibility to increase capacity in all aspects of the procurement process. By design, neither location utilizes its full capacity, so we are able to scale to fulfill large orders. For instance, if a Commonwealth agency purchases a fleet roll-out quantity of desktops, we utilize the available space to house and stage the equipment for configuration and shipment. This process enables a fast turnaround to our customers so that they are able to utilize their products quickly, rather than waiting extensive periods of time.

Since we do not manufacture hardware, we have implemented many policies, and the governance of such policies, to regulate where we will procure these products, including detailed reporting to our partners via electronic data interchange (EDI). We do not procure from third party or gray market vendors. We'll work only with our OEM partners and their authorized sources directly for the procurement of peripherals.

Our Purchasing Department maintains inventory levels based on run rates and lead times per each partner to ensure that proper inventory levels are in place, particularly on fast-selling products. We have a replenishment program with specific criteria for our OEMs that takes lead time into consideration when placing order. Our EDI feeds with most of our larger partners outlining quantity, location and cost of goods.

Volume Orders

CDW•G purchases products in volume when we can buy them at competitive prices, store the product in our two distribution centers in Illinois and Nevada and ship directly to the customer from select partners. In this way we can pass along the volume discount savings to our customers and the products are available for immediate shipment.

Staging & Storage

For many of larger customers and contracts, such as the Commonwealth's, we offer staging options by which we can warehouse specific items for later staging, release them on a month's long rollout schedule, and guarantee stocking position. We can do it locally, we can do it at the manufacturer, or at our two CDW•G warehouses.

Effective Expediting

Whenever a Commonwealth order requires expediting, it will be treated with priority. If an emergency situation arises, contact Ryan, Erik, Nick who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) you need for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

CDW•G establishes and maintains strong relationships with our vendor partners, which allows us to negotiate favorable payment terms, execute on opportunistic purchases and leverage our buying power and position in the marketplace to ultimately deliver a sound solution to our customers. We conduct quarterly business reviews with our top vendor partners. This includes our key manufacturer partners as well as our top distribution partners.

Adept's Local Warehouse

The Commonwealth will also benefit from CDW•G's ability to leverage when needed Adept's 6,000 square foot insured and secure warehouse located in Pennsylvania, a few minutes outside of Harrisburg.

11. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

The Commonwealth's need for a punch-out site will be no problem for CDW•G. We already have gone through the process of integrating with the Commonwealth. We have a punch-out site in place for the IT Peripherals contract we currently hold. And when the Commonwealth is ready to add additional categories of products to this punch-out, we can seamlessly update your existing punch-out environment.

We can also expand on the capabilities the Commonwealth does today. We are integration ready with over 300 Enterprise Resource Planning (“ERP”) and Supplier Relationship Management (“SRM”) for eProcurement. We have over 3000 active eprocurement customers and we use cXML and OCI roundtrip protocols for our eprocurement punchout catalog connectivity. Credentials are provided to the customer and account manager after the initial kick-off meeting. Catalog, PO and invoicing and any other special business requirements will be gathered from the initial kick-off meeting.

Our integrations are a turnkey aspect of our business within the Solutions discipline. We have been conducting ePro integrations since 2001 and 26% of our total eCommerce revenue (which was \$2.54 Billion in 2015) is through solutions like these. Additional information is available via <https://www.cdwg.com/eepro>

Catalog

We can customize the punchout catalog with a landing page that provides a place for end user text and company standards. We can also create limited product scope catalog for general end users, if needed, and a more comprehensive punchout catalog for super users of your organization.

PO/Invoices

We are able to send/receive POs/Invoices using email, cXML or EDI 850s/810s. If customer will be using standard cXML POs with PDF invoices, then the average project timeline to Go Live is 30 days.



12. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Policy	Applicable?	Reason
Accessibility ITP-ACC001	No	We will not be developing websites for the Commonwealth
Search Technology Standards ITP-APP003	No	We will not be engaging in any search related IT projects
Collaboration Technology Standard ITP-APP004	No	We will not be engaged in any collaboration services projects
Commonwealth PA website standards ITP-APP005	No	Will not be creating website for Commonwealth
Automatic Vehicle Location ITP-APP009	No	Not selling any AVL

Alerting & Notification Service Standards ITP-APP010	No	We will not be involved in any project with alerting and notification service
Web Server/Application Server Standards ITP- APP002	No	Will not be developing any new web applications for the Commonwealth
Addressing solutions ITP-APP006	No	We are not developing Apps
ITP_APP007- Commonwealth of Pennsylvania External Web Site Linking Policy	NO	We will not be posting hyperlinks on Commonwealth websites
ITP_APP008- Business Process Management Policy	NO	We are not developing applications
ITP_APP011- Application Development Languages	No	We are not developing applications
ITP_APP012- Systems Development Life Cycle Policy	No	Not developing applications
ITP_APP013- Integrated Development Environments	No	Not developing applications
ITP_APP014- Application Testing Tools Policy	No	Not developing applications
ITP_APP015- Web Development Frameworks	No	Not developing applications
ITP_APP016- Requirements, Data and Object Modeling Tools	No	Not developing applications
ITP_APP017- Requirements Management Tools	No	Not developing applications
ITP_APP018- Software Configuration Management Tools	No	Not developing applications
ITP_APP019- Software Change Management Tools	No	Not developing applications
ITP_APP021- Forms Development Tools Policy	No	Not implementing forms solutions
ITP_APP023- Human Resources Applications Policy	No	Not updating human resource application
ITP_APP024- Supplier Relationship Management Applications Policy	No	Not creating application
ITP_APP025- Customer Management Applications Policy	No	Not creating customer management application
ITP_APP028- Materials Management Applications Policy	No	Not updating PLM applications
ITP_APP029- Portal Technology Standards	No	Not providing portal technology
ITP_APP030- Active Directory Architecture	No	Not providing active directory

ITP_APP031- File Transfer Protocol (FTP) Policy	No	Not providing FTP Server
ITP_APP033- Use of Freeware Policy	No	Not providing freeware
ITP_APP035- Internet Browser Policy	No	Not providing internet browser
ITP_APP036- Office Productivity Software Policy	No	Not providing office productivity software
ITP_APP037- Document Viewer and Reader Policy	No	Not providing document viewer
ITP_APP038- SAP Graphical User Interface (GUI)	No	Not providing GUI
ITP_APP039- Web Analytics Policy	No	Not providing web applications
ITP_BUS000-Information Technology Policy Governance	No	Will not be a part of the IT policy governance body
ITP_BUS001-Integrated Enterprise System SAP License Review	No	Will not be managing agency sap license
ITP_BUS003- Emergency Telework Policy	No	We are not involved in Commonwealth Work from Home policies
ITP_BUS007- Enterprise IT Services Offering Policy	No	Not involved in enterprise classes
ITP_BUS008- Enterprise Employment Application Platform Policy	No	Not involved in Commonwealth's employment process
ITP_EPM001- Integrated Project and Portfolio	No	Not utilizing the iPPMS technology
ITP_INF000- Enterprise Data and Information Management Policy	No	Will not have access to PII
ITP_INF001- Database Management Systems	No	Not developing applications
ITP_INF003- Data Modeling Standards	No	Not developing applications
ITP_INF004- Data Warehouse Policy	No	Not building a data warehouse solution
ITP_INF009- e-Discovery Technology Standard	No	Not involved in eDiscovery
ITP_INF010- Business Intelligence Policy	No	Not developing applications
ITP_INF011- Reporting Policy	No	Will not be doing the reporting
ITP_INF012- Dashboard Policy	No	Will not be providing dashboard
ITP_INFGT001- Geospatial Information Systems (GIS)	No	Not providing GIS software
ITP_INFGT002- Geospatial Enterprise Server Architecture	No	Not providing GIS software

ITP_INFRM001- The Life Cycle of Records: General Policy Statement	No	We would not be conducting analysis of electronic records as a part of our work
ITP_INFRM004- Management of Web Records	No	not involved in management of web records services
ITP_INT_B_1- Electronic Commerce Formats and Standards	No	Not involved in electronic commerce services
ITP_INFRM005- System Design Review of Electronic Systems	No	Not providing electronic information system
ITP_INFRM006- Electronic Document Management Systems	No	Not providing EDMS solution
ITP_INFRM007- Management of Electronic Information created via non-EDMS technology	No	Not storing electronic records
ITP_INT_B_2- Electronic Commerce Interface Guidelines	No	Not providing electronic commerce interfacing
ITP_INT001- Message-Oriented Middleware	No	Not providing point to point messaging
ITP_INT006- Business Engine Rules	No	Not providing applications
ITP_NET007- Cable/Satellite Television (CATV) Services	No	Not providing these services
ITP_NET008- Telecommunications Services for Commonwealth Business Partners	No	Not providing these services
ITP_NET009- Video Conferencing Services for the Commonwealth of PA	No	Not providing these services
ITP_NET010- Commonwealth of Pennsylvania Satellite Services & Equipment Policy	No	Not providing these services
ITP_NET016- Wireless Cellular Data Technology	No	Not selling anything related to cell phone data
ITP_NET018- Internet Access	No	Not providing internet access
ITP_PLT001- Desktop and Laptop Technology Standards	NO	Not applicable because this RFP is creating a new purchasing vehicle for laptops and desktops
ITP_SEC001- Enterprise Host Security Software Suite Standards and Policy	No	Not selling enterprise host security software
ITP_SEC004- Enterprise Web Application Firewall	NO	Not providing applications

ITP_SEC005- Commonwealth Application Certification and Accreditation	No	Not developing applications
ITP_SEC008- Enterprise E-mail Encryption	No	Not using Commonwealth's network for emailing
ITP_SEC010- Virtual Private Network Standards	No	Not providing VPN
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	No	Not providing software
ITP_SEC013- Identity Protection and Access Management (IPAM) Architectural Standard  Identity Management Services	No	Not working on a project related to shared security infrastructure
ITP_SEC014- Identity Protection and Access Management (IPAM) Architectural Standard  Identity Management Technology Standards	NO	Not working on identity management services
ITP_SEC017- CoPA Policy for Credit Card Use for e-Government	NO	Not creating applications for credit card use
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	No	Will not have access to Commonwealth C data
ITP_SEC020- Encryption Standards for Data at Rest	No	Will not have access to data at rest
ITP_SEC021- Security Information and Event Management Policy	No	Not involved in SIEM solution
ITP_SEC023- Information Technology Security Assessment and Testing Policy	No	Will not be conducting security assessments
ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	No	Will not have access to PII
ITP_SEC027- Standard for Electronic Postmarks	No	Will not be providing electronic postmarks
ITP_SEC029- Physical Security Policy for IT Resources	No	
ITP_SEC031- Encryption Standards for Data in Transit	No	Will not have access to data in transit
ITP_SEC034- Enterprise Firewall Rule Set	No	Will not be setting up firewalls for Commonwealth
SEC035- Mobile Device Security Policy	No	Not providing mobile devices to the Commonwealth

ITP_SEC037- Identity Proofing of Online Users	No	Not providing this type of services
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	No	Not providing off site storage
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	No	Not involved in services providing alternate processing facilities
ITP_SYM006- Commonwealth IT Resources Patching Policy	No	Not providing security patch software
ITP_SYM010- Enterprise Services Maintenance Scheduling	No	Not providing maintenance

13. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

A critical component of any contract consists of maintaining efficiencies and then putting new ones into practice when they are discovered. To this end, the Commonwealth’s account representatives and Program Manager Yolanda Blomquist will hold Quarterly Business Reviews to ensure that we are meeting the requirements of the IT Peripherals contract.

This approach is beneficial to the Commonwealth because it provides a platform for stakeholders at the agencies to discuss various topics concerning the contract, such as custom reporting requirements, areas for improvement, and general contract health.

These sessions with the Commonwealth include a breakdown of several key metrics including:

- Total contract spend by manufacturer
- Contract Highlights – documentation of any pressing issues identified from quarter to quarter
- Service Level Requirements
- Delivery – average days to ship
- Returns – total count of returns
- Data interpretation for any reports Commonwealth customers run for themselves

In addition to the metrics listed above, we’ll work with the Commonwealth to determine other key performance indicators that you would like to be measured and discussed.

Measuring Success with PA Agencies

At CDW•G we take customer feedback extremely seriously and have the following processes in place to ensure we can track and address feedback from the Commonwealth:

- We conduct monthly loyalty surveys measuring customer perception and collecting information for several internal departments including shipping, billing, and customer relations.
- “Poor” and “Fair” ranked responses are addressed by contacting the customer to determine the reason for this unsatisfactory response and develop an action plan to correct immediately
- CDW•G sends collaboratively created surveys on a quarterly basis, from a third-party provider. The survey will serve to monitor the feedback of agencies around the Commonwealth of our service for this contract and we will include the survey results in our QBR discussions to ensure that the Commonwealth has a consistent pulse on the success of the contract.

Corrective Action Plans

While there are many controls in place to ensure our performance on this contract doesn't lapse in the first place, we also have processes to make sure mistakes are not repeated. Some of these processes include:

- When we see high volumes for particular types of Customer Service Requests (“CSRs”) returns we make adjustments and evaluate process changes, as needed
- Process improvement is part of the evaluation for program management employees and for this reason new processes are continually researched and thoroughly documented once they go live
- Escalated issues are tracked and recurring areas addressed through process improvement and/or additional training
- Team leaders handle customer services matters whenever they are escalated to provide tailored coaching as necessary upon issue resolution
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away
- Customer Relations Quality Analysts audit 20 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training

Sales Manager Mike Truncone will utilize the results of the surveys discussed in the section above to provide individualized coaching for each of the Commonwealth's account representatives.

Sales Escalation Path

If due to unforeseen circumstances there is a lapse, CDW•G has a plan in place for correction. If a lapse in performance occurs, Commonwealth customers should



bring the issue to the attention of their Account Manager Ryan O'Donnell, who in turn will escalate to his Sales Manager Mike Truncone. If the Mike cannot resolve the issue they escalate to their segment Sales Director Jon Mazella for their segments, and so on up the CDW•G chain of executive leadership. Escalation will continue until we provide a suitable solution to the performance issue.

From the moment that an issue arises and it is brought to the attention of Ryan or any of the Commonwealth's account representatives, agencies will never wait more than 4 hours for a response and are never more than 3 days from issue resolution using this escalation path.

The Sales Teams work hand-in-hand with the Program Management Team to ensure that if an issue requires significant escalation, we determine proactive measures to prevent the problem from recurring. Once we determine the fix, we memorialize the process for standardization for future situations that are similar in nature.

Programmatic Improvements

In addition to all of the actions listed in this section, we commit to having formal onsite process reviews with the Commonwealth twice a year to look at the health of the contract on a macro scale. During these biannual meetings we will review contract processes, any incidents of note, and get high level feedback from the contract administrators at the Commonwealth.

Our focus during these meetings is always on contract improvement. We seek to understand the Commonwealth's key technology and procurement initiatives to better align our contract promotion techniques along with those of our partners. Conversely, our team gathers information from our partners concerning the programs that have been most impactful within the Commonwealth. With this information we collaborate with contract administrators to find ways to improve the reach and scope of those programs. These meetings with our Sales and Program Management leadership allow us to continue the collaborative spirit of our partnership to usher in process improvement for the whole Commonwealth.

One example where we have driven cost savings was on a large storage project that we did with the State of Oregon, Public Employee Retirement System (PERS). The customer engaged us to complete a large HP implementation that required unforeseen additional Symantec products and services for a successful rollout. Due to our programmatic improvement of proctoring the creation of an Indirect HP WSCA contract, we were able to help the customer procure the HP and Symantec products it needed while staying compliant with procurement rules. This type of knowledge and ingenuity will be leveraged to ensure that we are continually finding contract efficiencies to benefit Pennsylvania agencies.

In addition to meeting with contract administrators, we will work with the Commonwealth to establish regularly held town-hall style meetings. This allows CDW•G Sales and Program

Management leadership an opportunity to meet with agencies and get contract performance feedback directly from the people that use it every day.

14. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

The Commonwealth's commitment to enhanced accessibility options will benefit from a CDW•G solution. Though we do not manufacture hardware, we make accessibility to technology a top priority. We believe that all people should have fair and equitable access to technology resources, and we do this in accordance with US Section 508.

CDW•G can provide documentation and information regarding Section 508 compliance for many of the products that we sell. Most of our partners have Section 508/ADA policies in place for the manufacture of products and update those policies on a regular basis.

Working together with our partners and the Commonwealth, CDW•G can help make the working environment more inclusive and available for all employees across the Commonwealth.

Lot 4 – Apple Devices

All your answers in this section should be specific to Lot 4.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

CDW•G understands the Commonwealth of Pennsylvania is seeking information technology Offerors with deep public sector experience and an expertise on emerging technologies to provide hardware as well as associated installation, asset management, service integration and support services to meet your Apple devices needs.

We understand that the Commonwealth is seeking Offerors with extensive resources who can help contain costs and provide the best value.

We understand that the Commonwealth is seeking Offerors committed to the participation of Small Diverse Businesses and Small Businesses in delivering the hardware and services requested in this Lot, whether as the prime contractor or as a subcontractor.

We understand the Commonwealth is seeking Offerors with the flexibility and know-how to develop a custom solution that aligns with your strategic objectives of streamlining contract

management; increasing ease of maintenance, support, and evaluation; lowering organizational complexity; transitioning to a more mobile workforce; and enhancing accessibility options.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Introduction

IT solutions can get pretty complex at times, but procuring them shouldn't have to be. The Commonwealth can get the best value out of your IT Hardware and Services investment by selecting an experienced partner with the resources, flexibility, and know-how to provide an integrated solution. This approach will meet your IT needs while helping to contain costs and aligning with your strategic objectives.

CDW•G prides itself on being that partner. Created almost 20 years ago to focus solely on the needs of government, education, and healthcare customers, we can orchestrate a superior integrated IT Hardware solution for the Commonwealth.

As the current provider and contract holder for several Commonwealth contracts, including the Commonwealth's Apple devices purchases on the existing IT Peripherals contract, CDW•G has unique and proven experience in addressing the needs of the Commonwealth. We are familiar with your product, contract, and reporting requirements, including already doing the reporting requested by this RFP.

With a staff of over 8,600 coworkers across CDW, nearly 50 in Pennsylvania, and more than 15 coworkers dedicated to this account, CDW•G is that IT solutions provider able to give local-level attention supported by national-level resources. For this Apple Devices Lot, we have chose to partner with Small Diverse Business Adept Consulting Services, Inc, a local services provider with 15 years of experience serving Commonwealth agencies.

We get that it takes orchestration to deliver IT solutions for large and complex organizations. We are currently doing business with all 50 states, and with every State agency and County class within the Commonwealth.

However, we are not ones to rest on our laurels. We are always looking toward the future. We understand innovation, modernization, and technology's ever-evolving role is the best way to achieve net benefits for our customers.

We propose that our integrated solution approach across all six Lots will help to contain costs and align with your strategic objectives. Whether it's the ability to procure desktops from Lot 1 of this RFP with Apple Devices in Lot 3 all in a single purchase order, or laptops from Lot 1 with servers in Lot 5, or any type of combination, CDW•G can simplify procurement by being flexible, making our solution truly a best value.

Your Dedicated Account Team

We know how important CDW•G's ease of communication and contract management has been to the Commonwealth in the past and will continue to be in the future.

To ensure the Commonwealth's needs are met quickly, easily, and accurately over the course of this contract, Sr. Account Manager Ryan O'Donnell, with over 5 years' experience working with the Commonwealth, will be its single point-of-contact.

For managing this contract, Deputy Program Manager Yolanda Blomquist has deep experience with large contracts for the Commonwealth, including the existing IT Peripherals agreement where the Commonwealth is already purchasing Apple devices from CDW•G. She currently prepares quarterly reports and addresses the Commonwealth's reporting needs.

In addition to Ryan and Yolanda, our Commonwealth dedicated sales account team includes:

- Nick Larocca
- Erik Joss
- Alexa Sharrar

We will also leverage our leadership and engineering resources in the following services practices:

- Cloud
- Collaboration
- Data center
- Mobility
- Networking
- Print Solutions
- Security

Your CDW•G team is ready to support this account, and we will continue to deliver the same focused customer experience the Commonwealth has known throughout our trusted relationship.

Advantageous Partnership

CDW•G also gets that the Commonwealth expects more from its vendor partner than just the latest technology. To fulfill its goals and strategic objectives, the Commonwealth needs a vendor partner with the vision to see the solution both today and in the years ahead.

That's why we have chosen to partner with Small Diverse Business Adept Consulting Services, Inc ("Adept"). From design and implementation to configuration and optimization, we have the right team in place to orchestrate an Apple Devices solution that will satisfy not only the Commonwealth's current requirements, but anticipate its future needs.



When you need IT, trust the People Who Get IT. As a leading provider of IT products, services, and integrated systems, CDW•G is an expert at consulting, design, configuration, installation, and additional lifecycle management services.

A key benefit for the Commonwealth of working with CDW•G is our ability to provide Integrated Solutions across the IT spectrum through our strong strategic partnerships, large on-site inventories, on-line procurement management tool, efficient operations, technical expertise and commitment to each of our customers.

We currently offer more than 100,000 products from more than 1,000 manufacturers and software publishers. CDW•G's blended approach to procuring products includes our \$220 million of inventory in our two ISO 9001:2008-certified distribution centers, which have nearly one million square feet of distribution space combined. We also leverage partner relationships to "drop-ship" products when necessary. These processes enable a fast turnaround so that customers are able to utilize their products quickly.



- Two Apple-certified System Engineers dedicated to CDW•G for custom IT solution support.
- CDW•G-badged, Apple-certified resources onsite to assist sales and customers
- Apple iOS and Mac certified Mobility Solution Architects.
- CDW•G has full integration with Apple direct to support the Device Enrollment Program (DEP).
- Volume Discounts

- Fast Ship Program - CDW and Apple also created a process called Fast Ship to ensure that CDW has access to inventory during new product introductions. This is intended to help ensure CDW can get access to Apple products for our customers on the day of a product release even when demand is high and product availability is low.
- Hundreds of Apple products in-stock daily and ready to ship.

CDW•G & Adept

In an effort to provide the Commonwealth with a “best value” solution, CDW•G and Adept have developed a strategic partnership for this contract. The CDW•G-Adept team (referred to as “CDW•G”) combines the national presence and clout of CDW•G with Adept’s local support infrastructure, Project Management Office (“PMO”) team, and 15 years of experience serving the Commonwealth. Adept’s PMO track record with the Commonwealth has resulted in over 450 successful custom technology deployment projects, working with all Commonwealth agencies, over 500,000 systems installed, deploying services to all 67 counties, and over 3000 Commonwealth locations.

This structure brings the Commonwealth the products and services you need, and provides a knowledgeable and engaged presence right in your neighborhood.

Solution

We have orchestrated our custom Apple Devices solution to meet the Commonwealth’s needs today and align with its Strategic Objectives going forward.

Streamlined contract management

CDW•G offers a unique customer service asset through our Program Manager Yolanda Blomquist. You may not be aware since you have been partnering with CDW•G for many years on many different contracts, but some vendors, even large resellers do not have a team dedicated to managing their contracts. Instead, these companies rely on the sales team to manage compliance issues and reporting. We can imagine that this results in delayed responses, unreliable support, and in worst cases, faulty reporting.

We get that contracts are serious commitments, and at CDW•G, we honor our commitments. Yolanda has over 10 years’ contract management experience and has been supporting the Commonwealth during almost all of that time.

Unlike vendors who may be unfamiliar with the Commonwealth, and as a result require a longer contract ramp-up time, partnering with CDW•G means “business as usual.” We already have the resources in place to deliver superior service and support from Day 1 of this new Apple Devices contract.

Increased ease of maintenance, support, and evaluation

Ryan and your team of account representatives will provide product lifecycle information to help you make informed decisions on upgrades, expansions, retirement and other methods of updating the existing desktop or laptop environment.

The Commonwealth will benefit from our direct relationship with Apple, which allows us to stay on top of how releases and announcements will affect the Commonwealth's current assets, and to provide specific product roadmaps upon request.

Furthermore, you can depend on our CDW•G-badged, Apple-certified resources to help process requests. Your account team will work with these resources and directly with the manufacturer to review product roadmaps, identify new models and develop a transition plan for new technologies.

Ryan and your CDW•G account representatives can also schedule quarterly conference calls with Commonwealth agency IT staff to help advise them on any major manufacturer announcements or roadmap changes. Through our relationships and resources, we can support an organization as large and complex as the Commonwealth in ways other vendors can't.

Lower organizational complexity

Personnel

The CDW•G account team is the center of the customer service experience. Agencies should always contact their dedicated account team with any issues or inquiries. The account team evaluates the issue and determines the best next steps. Account representatives will bring in the appropriate resources, such as their sales manager Mike Truncone, our Apple-certified System Engineers dedicated to CDW•G for custom IT solution support, our CDW•G-badged Apple-certified resources, or CDW•G Customer Relations.

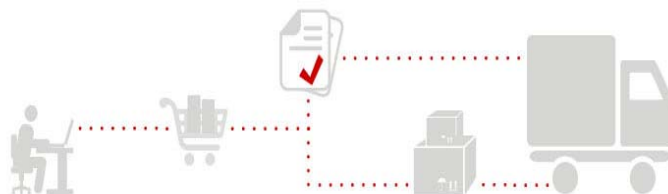
Additionally, through our partnership with Adept, the Commonwealth will benefit from a simplified approach to multiple, complex projects: you can expect the same project management team in Adept.

Procurement

The Commonwealth will benefit from CDW•G's ability to streamline your procurement. We already have a punch-out site in place for your IT Peripherals needs. We can expand that punch-out site to cover the different Lots requested in this RFP and are flexible to include any additional categories that may come up later.

We have the ability to incorporate procurement features such as Electronic Data Interchange and automatic invoices across the different Lots. This approach will allow your agencies to combine complex IT projects all onto one site. For example, a new building that needs laptops, peripherals, and servers can all be placed on a single purchase order with CDW•G.

For us, it's not a question of integration, but customization, how we can further tailor your ordering process to make IT procurement as simple and easy as possible.



The Commonwealth also has access to your CDW•G Account Center, which is a suite of website features and information designed to make IT purchases easy. Authorized users and administrators will benefit from an easier and more cost-effective method of ordering, tracking, and managing IT purchases. Administrators will benefit from enhanced product and pricing standardization, purchase approval processes, and asset management.

Your CDW•G Account Center is free of charge and taps into the features and information that make IT purchases easy. Your Account Center is accessible 24 x 7. Use it to:

- Connect with account representatives and a team of specialists
- Maintain consistent, contract-compliant pricing
- Create and retrieve quotes and collaborate with your account manager
- Promote IT standards
- Track orders and shipments
- Manage purchases and payments
- Set shipping and billing preferences and manage contact information
- Control access to features and information throughout your organization

Integrated Solution

Rarely does an IT solution fit neatly into just one category, or just one Lot. Orchestrating the right technology often requires an integrated approach. CDW•G can save Commonwealth agencies time and money with our Integrated Solutions capabilities, the ability to procure Apple devices from Lot 4 of this RFP with peripherals in Lot 3 all in one order, all on one punch-out site.

Some providers may know one Lot but not the others. CDW•G can help the Commonwealth with its strategic objective of lowering organizational complexity by being that expert singular resource: That partner across all Lots.

Transition to a more mobile workforce

As technology is connecting more people than ever before, organizations are beginning to realize the benefits of mobilizing their workforce.

With extensive experience and close relationships with leading industry partners, CDW•G gets mobility. We can offer the Commonwealth strategy workshops to help define your mobility vision and create a roadmap to bring it to life.

PEOPLE WHO GET IT

When you work with CDW, you're backed by a team of experts who are here to support every facet of your mobility solution.

100+
SECURITY
ENGINEERS



50+
SECURITY
SOLUTION
ARCHITECTS



30+
CERTIFIED
MOBILITY AND
SECURITY
SPECIALISTS



CDW•G can help the Commonwealth see the big picture and develop a mobility strategy that keeps key considerations in mind such as:

- Infrastructure
- Network
- Collaboration Tools
- Security

Enhanced accessibility options

The Commonwealth's commitment to enhanced accessibility options is in good hands with Apple. They have assistive technology built-in to all of their devices — Mac, iPhone, iPad, Watch, TV — at no additional cost.

Their website has full information for Commonwealth agencies around their accessibility support and Voluntary Product Accessibility Templates:

- **Accessibility Support:** <https://support.apple.com/accessibility>
- **Voluntary Product Accessibility Templates:**
(VPATs): <https://support.apple.com/accessibility/vpat> - addresses how Apple products meet 508 requirements.

Conclusion

As a company, CDW•G has a longstanding relationship with the Commonwealth. Our history implementing Apple device solutions on the existing IT Peripherals contract, and really all of the contracts we've held with the Commonwealth, means we have deep knowledge from this in-depth experience to expertly deliver on the Commonwealth's Apple devices needs.

And by partnering with CDW•G for this Lot and all of your IT hardware and services needs, the Commonwealth will profit from end-to-end benefits. Because selecting the right IT solution is only part of it. The Commonwealth knows you need a trusted partner who will simplify the IT procurement process and be right there with you for the full lifecycle of your IT initiative.

CDW•G strives to be that trusted partner. We will continue to remain ahead of the curve with marketplace changes and emerging technologies, expand and enhance our value proposition through contract and asset management, and better serve your ongoing technology needs.

3. **PRODUCT DESCRIPTIONS.** Please provide a detailed description of the items being proposed for this Lot. Please include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Apple iMac - MK442LL/A

Main Features Include:

- All-in-one
- 1 x Core i5 2.8 GHz
- RAM 8 GB
- HDD 1 TB
- Iris Pro Graphics 6200
- GigE
- WLAN: Bluetooth 4.0
- 802.11a/b/g/n/ac
- OS X 10.12 Sierra
- monitor: LED 21.5" 1920 x 1080 (Full HD)
- keyboard: English

The idea behind iMac has never wavered: to craft the ultimate desktop experience. The best display, paired with high-performance processors, graphics, and storage - all within an incredibly thin, seamless enclosure. And that commitment continues with the 21.5inch iMac with Retina 4K display. Adding up to the most immersive iMac experience yet - and another big, beautiful step forward.

Apple Mac mini - MGEN2LL/A

Main Features Include:

- DTS
- 1 x Core i5 2.6 GHz
- RAM 8 GB
- HDD 1 TB
- Iris Graphics
- GigE
- WLAN: Bluetooth 4.0
- 802.11a/b/g/n/ac
- OS X 10.12 Sierra
- monitor: none

Mac mini features powerful processors, faster integrated graphics, Thunderbolt 2, Wi-Fi, and plenty of ports. Everything you expect from a Mac. And more.

Apple Mac Pro - ME253LL/A

Main Features Include:

- Tower
- 1 x Xeon E5 / 3.7 GHz
- RAM 12 GB
- SSD 256 GB
- FirePro D300 dual GPU
- GigE
- WLAN : Bluetooth 4.0
- 802.11a/b/g/n/ac
- OS X Yosemite - Monitor : none

Mac Pro is the professional desktop computer reinvented from the inside out. Arranging the most advanced technologies available around a unified thermal core allowed to make this the most powerful and expandable Mac ever, yet also unbelievably compact and quiet.

Mac Pro comes standard with dual AMD FirePro workstation-class GPUs, each with up to 6 GB of dedicated VRAM and 2048 stream processors, providing up to 264 GB/s of memory bandwidth and up to 3.5 teraflops. That's enough power to edit full-resolution 4K video while simultaneously rendering effects in the background - and still connect up to three 4K displays.

Apple MacBook - MLH82LL/A

Main Features Include:

- Core m5 1.2 GHz
- OS X 10.12 Sierra
- 8 GB RAM
- 512 GB flash storage
- 12" IPS 2304 x 1440
- HD Graphics 515
- Wi-Fi
- space gray
- kbd: English

The moment you open your MacBook, its gorgeous 12-inch Retina display with edge-to-edge glass brings everything into focus. Every photo leaps off the screen in rich, vibrant detail. Over 3 million pixels render each letter with crystal clarity. And it all comes to light on the thin Retina display, meticulously honed to deliver a bold visual experience within an impossibly minimal design. A comfortable, full-

size keyboard is essential for a great notebook experience. Each key and its underlying mechanism have been redesigned- not only making the whole keyboard much thinner, but also allowing for more comfortable, precise, and responsive typing that just feels right.

Apple MacBook Air - MMGG2LL/A

Main Features Include:

- Core i5 1.6 GHz
- OS X 10.12 Sierra
- 8 GB RAM
- 256 GB flash storage
- 13.3" 1440 x 900
- HD Graphics 6000
- Wi-Fi
- kbd: English

With the latest 802.11ac technology, MacBook Air takes Wi-Fi speeds over the top. Connect to an 802.11ac base station - including AirPort Extreme or AirPort Time Capsule - and experience wireless performance up to 3x faster than the previous Wi-Fi generation. 802.11ac also delivers expanded range, so you can work more freely than ever.

Apple MacBook Pro - Z0QM-2102433841

Main Features Include:

- Core i5 2.7 GHz
- OS X 10.12 Sierra
- 8 GB RAM
- 256 GB flash storage
- 13.3" IPS 2560 x 1600 (WQXGA)
- Iris Graphics 6100
- Wi-Fi
- kbd: English

Enjoy seamless integration between hardware and software with the Apple 13.3-inch MacBook Pro notebook with Retina display. A powerful 2.7GHz Intel Core i5 processor forms the basis of this laptop and is supplemented by 8GB of RAM in order to keep your workflow running. Included with the processor are Intel Iris graphics 6100 to let you enjoy high-quality graphics from the 13.3-inch Retina display, whether you are running Photoshop or Illustrator or reviewing a movie or a game.

Plenty of ports ensure you always have what you need to connect up any peripherals. They start with a pair of USB 3.0 port to connect mice, keyboards and other USB devices at speeds of up to 5 Gbps with a compatible device, or you can use Bluetooth 4.0 to connect the devices along with headphones and speakers. What really sets this Apple 13.3-inch MacBook Pro notebook with Retina display apart is the pair of Thunderbolt 2 ports that allow you to daisy chain multiple monitors and devices at speeds of up to 20 Gbps. This means you can transfer information to multiple screens at

resolutions of up to 3840 x 2160, and you can also add external media such as mass storage devices for blisteringly quick transfer times. The 802.11ac Wi-Fi means you can connect to local networks at ultra-fast speeds, or you can go even faster by connecting an optional Ethernet adapter to one of the Thunderbolt 2 ports.

Data storage is rapid with the 256GB solid-state hard drive that delivers data at up to 6 Gbps thanks to the SATA 3 connection. You also get all the benefits of the OS X operating system such as FaceTime, Safari, the Mac App Store, and Mail, so you can stay organized and updated no matter how busy you are.

Apple 9.7-inch iPad Pro - MLMY2LL/A

Main Features Include:

- Tablet
- 256 GB
- 9.7" IPS (2048 x 1536)

iPad Pro is an uncompromising vision of personal computing for the modern world. It puts incredible power that leaps past most portable PCs at your fingertips. It makes even complex work as natural as touching, swiping, or writing with a pencil. iPad Pro is more capable, versatile, and portable than anything that's come before. In a word, super.

The key to the iPad experience is the display. It's how you interact using multi-touch, and how you view content in spectacular detail. The 9.7-inch iPad Pro screen is extremely bright and not reflective. The 9.7-inch iPad Pro display uses the same color space as the digital cinema industry. This wider color gamut gives iPad Pro greater color saturation. So colors are more vivid, true to life, and engaging.

Apple iPad Air 2 - MGTX2LL/A

Main Features Include:

- Tablet
- 128 GB
- 9.7" IPS (2048 x 1536)

At just 6.1 mm, the thinnest iPad ever is also the most capable. It has a re-engineered 9.7-inch Retina display, the revolutionary Touch ID fingerprint sensor, a powerful A8X chip with 64-bit architecture, a new iSight camera, an improved FaceTime HD camera, faster wireless, iOS 8, iCloud, and up to 10 hours of battery life. It also comes with great apps for

productivity and creativity. And there are many more apps available in the App Store.

Apple iPad mini 4 - MK9N2LL/A

Main Features Include:

- Tablet
- 128 GB
- 7.9" IPS (2048 x 1536)

There's more to mini than meets the eye. The new iPad mini 4 puts uncompromising performance and potential in your hand. It's thinner and lighter than ever before, yet powerful enough to help you take your ideas even further.

Apple iPad Mini 2 - ME277LL/A

Main Features Include:

- Tablet
- 32 GB
- 7.9" IPS (2048 x 1536)

Any way you look at it, iPad mini is just incredible. And the stunning Retina display is only the beginning. With an A7 chip, advanced wireless, and powerful apps - all beautifully integrated with iOS 7 - iPad mini with Retina display lets you do more than you ever imagined.

Now iPad mini looks even more brilliant in your hand. The Retina display has over 3.1 million pixels - a million more than an HDTV. That's a 2048-by-1536 resolution, four times the resolution of the previous-generation iPad mini. In fact, the pixels are so close together, your eyes can't distinguish them. So photos and videos show incredible detail and text is razor sharp. Because the best pixels are the ones you never see.

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope	Apple branded hardware and warranties	Apple branded hardware and warranties	MA ITC47 - Hardware
Client Name	Alabama Public Library Service	Alabama Dept. of Children's affairs	MA Executive Office of Health and Human Services
Contact Name	Bryan Harris	Jason Clifton	James Ganoe
Contact Title	IT	Accountant	Deputy Director IT Technical

			Operations
Address	6030 MONTICELLO DR MONTGOMERY , AL 36130-0001	135 S UNION ST STE 215 MONTGOMERY, AL 36130-2100	100 Hancock Street Quincy, MA 02171
Email	bharris@apls.state .al.us	jason.clifton@ece.alaba ma.gov	James.Ganoe@MassMail.State.MA.US
Telephone #	334.213.3914	334.353.2704	978.551.2274
State Government? Y/N	Y	Y	Y

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

We believe that if we strive for perfection, we achieve excellence. Because of this belief, we constantly assess our strengths and opportunities for development. It was through this ongoing assessment that CDW•G was born. We realized that no reseller or IT solutions provider, including ourselves, was giving our public sector customers the segment-specific support they needed. CDW•G was founded in 1998, nearly 20 years ago, to focus solely on the needs of our government, education, and healthcare customers.

When allocating resources, some providers don’t make the distinction between their public and private sector customers. CDW•G does. We have almost 700 account managers who provide a direct pipeline to public sector customers across the country. These account managers are further broken down by vertical: we have more than 200 account managers dedicated just to state and local government customers, almost 300 for K-12 customers, and 150 in higher education.

Beyond their verticals, our account managers are then even further specialized by working with customers only in a certain geographic region. This specialization allows our account managers to develop personal relationships with customers and focus on the issues faced by customers in that vertical and location. They become experts at what our customers really need and are able to give expert advice whenever a customer is considering an IT purchase.

CDW•G has business relationships with all 50 States in the United States. We have a strong record of successful IT deployments with the Commonwealth.

For example, we worked with the Pennsylvania State Police to outfit their patrol cars with laptops, along with mounting equipment and docks. We partnered with a 3rd party to install and integrate this solution in locations across the Commonwealth.

We delivered the project three months ahead of schedule, providing the Commonwealth big cost savings from the original contract price, and also the time and resources to focus elsewhere on projects critical to the public.

And after delivery, the Commonwealth's dedicated account team continued to work on maintenance and warranty around the project, providing full lifecycle support.

In addition to the work we've done for the Commonwealth, we have carried out many successful deployments for our references listed above.



On the MA ITC47 contract, we recently worked on a project to refresh the Massachusetts Executive Office Of Health and Human Services's ("EOHHS") disaster recovery and back up environment. And we are currently working to refresh each of their Data Centers. We are keeping the IT equipment in local warehouses and through working closely with EOHHS, we delivering and installing it during the scheduled maintenance periods to minimize disruptions.

On the MA ITC47 contract, we recently worked with the Executive Office of Health and Human Services Department of Children and Families to provide 4,000 iPads to each of the agency's Field Case Workers. We custom configured the devices and also supported the project by providing training to each of the users over a 3 week period at over 40 offices throughout Massachusetts.

It is through our specific allocation of resources to the public sector, and further specialization by vertical and geography that CDW•G has been so successful in meeting the unique needs of our government, education, and healthcare customers.

6. REPORTING. Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

For reporting, Deputy Program Manager Yolanda Blomquist has deep experience with large contracts for the Commonwealth, including the IT Peripherals agreement on which we currently provide Apple Devices. She is already preparing quarterly reports as identified in this RFP in Appendix J, and addressing the Commonwealth's reporting needs. Please see a recent sample report attached to this response for the level of custom reporting CDW•G can do and already does to meet the Commonwealth's needs.

Quarterly Business Reviews (QBRs) are an important component of any working relationship, but even more so with the complexity of the Commonwealth. These meetings allow us to review successes in order to better duplicate and discuss challenges to avoid in the future, ultimately ensuring we are not only meeting but exceeding your expectations.

Your Account Executive Alexa Sharrar, and Account Managers Ryan O'Donnell, Nick Larocca, and Erik Joss will be able to meet with you to go over current configurations, lifecycles, product roadmaps, and processes unique to the Commonwealth, as well as outline changes in the industry and help tailor them to your future IT needs.

We will review your standards and make sure we are leveraging the buying power of both CDW•G and the Commonwealth to bring the absolute best value back to you. CDW•G has a strong partnership with Apple and through these QBRs we will collaborate with Apple to regularly review model transitions, trends, potential pitfalls and the overall technology roadmap for the Commonwealth.

Your account representatives will provide quarterly purchase summary reports that summarize total spend, spend by category, days to ship, and more. As our relationship continues to grow, your account management team will continue to monitor performance and work with you to address new challenges and initiate additional contract improvement opportunities and cost savings processes and programs through creativity and adherence to best practices.

7. STAFFING. Please provide a staffing plan for your company's proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff your company will be assigning to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Due to his experience and tenure, Sr. Account Manager Ryan O'Donnell will be the Commonwealth's sole point-of-contact.

However, the Commonwealth will benefit from CDW•G's deep resources dedicated to Commonwealth agencies that go beyond Ryan. Where other companies will have a single person working across a number of verticals, CDW•G will be providing an account team dedicated specifically to Commonwealth agencies.

You can rest assured that any one of your account representatives will have the knowledge to provide the superior customer experience the Commonwealth has known from your partnership with CDW•G.

Your dedicated account team, in addition to Ryan, will be ready to serve all agencies across the Commonwealth and will include account representatives Erik Joss, Nick Larocca, and field representative Alexa Sharrar.

And your CDW•G account team is the same across all lots, which provides the Commonwealth with consistently high support for each lot and a team who truly understands your overall environment.

Key Staff



Ryan O'Donnell – Sr. Account Manager
Serving CDW•G Customers Since 2011
P: 203.851.7098
F: 847.990.8039
E: ryano@cdwg.com



Nick Larocca – Account Manager
Serving CDW•G Customers Since 2013
P: 203.851.7240
F: 732.676.2875
E: nick.larocca@cdw.com

The District's dedicated account managers, Ryan O'Donnell, Nick Larocca, and Erik Joss, serve as your primary points of contact and oversee all facets of your CDW•G account. They are available on an as-needed basis to tackle all of the District's product quote, order placement, and problem resolution needs. With more than 10 years of CDW•G tenure between them, they are highly trained to address all of your questions and concerns. Having managed previous Commonwealth accounts in Pennsylvania, they are extremely familiar with the processes, challenges, and needs that are specific to the Commonwealth and its public agencies. It is Ryan, Nick, and Erik's ultimate goal to be an extension of the Commonwealth, providing expert guidance, comprehensive support, and proactively seeking out new ways to increase the level of value you receive from your IT investments.



Erik Joss – Account Representative
Serving CDW•G Customers since 2015
P: 203.851.7287
F: 847.371.8833
E: erikjos@cdwg.com



Alexa Sharrar – Account Executive II
Serving CDW•G Customers Since 2016
P: 847.465.6000
F: 847.990.8039
E: alexsha@cdw.com

Harrisburg-based account executive (AE) Alexa Sharrar serves as another point of contact for Commonwealth agencies and is dedicated to ensuring your total satisfaction. Alexa works in tandem with Ryan, Nick, and Erik, CDW•G's technology specialists, and your manufacturer partners of choice to provide valuable consulting services and outstanding sales support. Alexa will be available to arrange to visit your site(s) for business reviews and other meetings, on a regular or as needed basis.



Mike Truncone - Sales Manager
Serving CDW•G Customers Since 2005
P: 203.851.7141
F: 847.990.8050
E: mike@cdwg.com

Backing your account representatives is Mike Truncone, their Sales Manager. Mike will work with them to develop strategies that best position the Commonwealth and its agencies for long-term success. During his 10+ years serving the Commonwealth at CDW•G, Mike has devoted significant hours to meeting with different agencies in order to understand the dynamics of the Commonwealth and each local market. His goal is to ensure that Commonwealth agencies receive full advantage of CDW•G's offerings and the contracts available to them. In addition, Mike has and will continue to build and maintain

strong relationships with our partners in each region, including Dell EMC.



Jonathan Mazella - Sales Director
Serving CDW and CDW•G Customers Since 1996
P: 203.851.7222
F: 203.899.2196
E: jonathan.mazella@cdwg.com

Sales director Jon Mazella serves as the sponsor of the Commonwealth's account. Jon brings more than 20 years of IT sales experience to your organization. In his current role, Jon is responsible for providing strategic direction for sales groups that oversee the business of CDW•G's State & Local customers. Jon is committed to the success of the CDW•G-Commonwealth partnership. He will leverage both his internal and external relationships whenever possible to ensure that we are continually meeting the needs of the Commonwealth.



Yolanda Blomquist - Deputy Program Manager
Serving CDW•G Customers Since 2000
P: 312.705.1880
F: 312.705.4680
E: yaguilar@cdw.com

The commonwealth also has a program manager, Yolanda Blomquist, assigned to your CDW•G account team. Yolanda is a contract management specialist who focuses exclusively on administering agreements between CDW•G and our customers. Yolanda will focus on CDW•G remaining compliant with our Commonwealth contract and government regulations, as applicable. She will prepare the Quarterly Reports and Quarterly Business Reviews, and make modifications to the agreement, as necessary, including price reductions, additions, discontinued product replacements, and version changes. She will confirm that price and supply agreements are in place from award through completion.

In addition to the Commonwealth's committed key staff, agencies will have access to CDW•G's deep resources, including a Pennsylvania-area team of industry-certified specialists available to consult on any of the products or services offered.



**Deep Acharya – Field Security Solutions
Serving CDW•G Customers Since 2014
P: 267.347.2131
E: sudiach@cdw.com**

Deep is a technology professional with over 16 years of experience in architecting and supporting multi-disciplinary technologies in order to address the most complex aspects of network and security infrastructures. He strives to provide outstanding customer service and aims to maintain a reputation for being able to define and implement enterprise technology solutions which improve efficiency and most importantly, enhance security.



**Tim Day – Field Unified Communications Solutions
Serving CDW•G Customers 2011
P: 856.330.3244
E: tim.day@cdw.com**

Tim is a Cisco veteran for 15+ years, and focused on Cisco Unified Communications for the past 10+ years. He joined CDW in Sep 2011 and strives to find solutions that exceed customer expectations by utilizing the vast depth of knowledge and experience, the CDW engineers, Solution Architects, and sales teams have to offer.



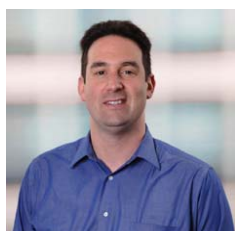
**Charles Lewis – Enterprise Wireless Solutions
Serving CDW•G Customers Since 2011
P: 732.982.0460
E: charles.lewis@cdw.com**

Charles has been a network engineer for over 8 years. He has been focus on wireless networking for the last 5 years where he has gained valuable experience deploying complex wireless solutions in large Enterprise environments. His main product focus is Cisco/Meraki and Aruba.



**Adrian Johnson – Sr. Field Network Solutions
Serving CDW•G Customers Since 2015
P: 215.316.0388
E: adrijoh@cdw.com**

Adrian is a Network/Systems Engineer with 18 years of professional experience in Troubleshooting, Design, and Pre/Post- Sales Support. His experience includes working with National Network and Managed Service Providers while supporting customers on multi-vendor platforms including Cisco, Juniper, Brocade, and Adtran. Adrian provides coverage in DE/ Southern NJ/Southeastern PA.



**Jeremy Rigeisky – Field Server/Storage Solutions
Serving CDW•G Customers Since 2013
P: 215.252.6286
E: jererig@cdw.com**

Jeremy is a senior level Solution Architect that has been working in the technology industry for over 15yrs. He has held a wide range of roles including internal support, post-sales implementation / integration, and pre-sales architect. Jeremy is experienced in server and storage virtualization and designing best in breed solutions utilizing industry best practices. He is focused on providing the highly available, resilient, performance tuned solutions.



**Aaron Stephens – Field Data Center Solutions
Serving CDW•G Customers Since 2012
P: 215.356.4397
E: aaron.stephens@cdw.com**

For the past 15 years, Aaron has been helping customers design, configure and implement new solutions and refresh existing data centers, POS applications, networking IDF and MDF locations, and remote offices. Some of Aaron's specialties include Data Center & Network Infrastructures, UPS Backup, Power Distribution, Precision Cooling, and Network Management Software to support a variety of applications.



Matthew Wendle, Professional Services Manager
Serving CDW•G Customers Since 2003
P: 703.262.8167
E: matt.wendle@cdw.com

Subcontractors

Adept will be providing general project staffing, project management and technology deployment services for this Lot.

Mark Kirsch, Vice President
Adept Consulting Services, Inc
P: 717.991.1135
E: mkirsch@adeptusa.com

OEM Main Point of Contact

Paul Mordan, Outside Sales Executive
Apple
P: 312.529.3797
E: pmordan@apple.com

8. **IMPLEMENTATION PLAN:** Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Though many organizations spend their entire focus on winning a contract, we understand that the implementation and delivery component is the critical component of a successful relationship. Even other vendors that have industry experience will be green to this contract, and Pennsylvania agencies would feel the effects as any other vendor acclimated to the new award.

With CDW•G, there are no growing pains. Working with CDW•G on this Lot, and really all of the Lots, will continue to be "business as usual" from Day 1.

Commonwealth agencies already know Yolanda Blomquist is the resident expert for the contract, and reach out to her for assistance on related issues. We also have other coworkers

knowledgeable and actively supporting the contract, as back-up for Yolanda or in a scenario where Yolanda transitions to a new career level.

Instead of being tasked with ramping up the contract and figuring everything out as we go, we'll be re-energizing. We'll also use the lessons learned from our time on the IT Peripherals contract, where we currently provide Apple devices to the Commonwealth, for this next contract iteration, constantly focusing on offering agencies an outstanding overall program.

Even though we are confident the Commonwealth already knows to expect a partnership with CDW•G for this Lot, and to be sure all six Lots, will result in "business as usual," we are happy to provide below the steps, timing, roles and responsibilities, and summary chart around our contract implementation that has been a key component in our longstanding relationship with the Commonwealth.

- Plan – This is the "official" implementation start-up period for the implementation. During this time, CDW•G works in the background to lock discounts on our contract editor system, the proprietary software tool used to manage CDW•G contracts and keep the price commitment, create a sales Wiki for the contract, an internal education tool that houses all critical contract detail, such as pricing, scope, and special instructions, and also finalize the reporting requirements, templates, and critical due dates.
- Build – CDW•G builds the E-commerce web portal for the Commonwealth and customizes the portal for the state agencies. CDW•G tests the portal and other functionality to ensure the systems are ready for final testing, and we oversee the project and regularly communicate with the Commonwealth and incumbent vendor project status.
- Test and Train – This is the period before "go live" to make sure CDW•G is fully ready to assume full support for this contract. During this period, CDW•G also rolls-out end user training to make sure all of the Commonwealth users understand the changes and how to use the new model. The training is done through FAQs and a call campaign from your CDW•G account representatives, and social media, which will reduce transition risk and ensure the Commonwealth is ready for the new model
- Go-Live and Stabilize – Once the model is in place, CDW•G continues an education campaign to publicize the contract through email, phone, and social media. We also meet with the Commonwealth to discuss possible "road shows."

SUMMARY CHART

Contract Launch/Renewal Worksheet

<p>Name of Contract: _____</p>		
<p>Contract Code: (Note not all contracts require a CE code ie: service only contracts)</p>		
Documentation	Due Date	Date Complete
Contract Docs- File in Contract Library		
Award Notice/Resulting Contract		
Pieces of original RFP		
Renewal documents		
Manufacture contract reseller agreements		
Set Up		
Set-up in CE/CM		
Pricing Tables		
MAM entry or updates		
Segment Trackers		
Sales Wiki		
Reporting query		
Compliance	Due Date	Date Complete
Reporting		
Reporting spreadsheet		
Write or modify a query for contract reporting		
Document Rebates/fees, add to reporting sheet		
Obtain a W-9 and address for rebate/fee payments		
Pricing		
Schedule in Outlook for updates		
Eligible Buyers		
List or Group		
Process to maintain		
Audits, Service levels, etc		
Create calendar reminders and document process to comply		
Marketing	Due Date	Date Complete
Announcement		
Email to sales teams (AM, SM, FAE, BD)		
Establish date of Training		
CoworkerNet (Sharepoint)		
Contract Summary		
Training Docs		
Announcement Flyer		
Training		
Presentation/Conf Call		
Power Point Presentation		

Premium Page		
Logo		
Products/ Containers		
Account Managers		
Additional Links		
CO approval if required		
Schedule for updates		

Red=Must be done for every contract

To answer how CDW•G can help the Commonwealth transition to a more mobile work environment over time, we understand organizations in the very early stages of mobility development and maturity. As the technology area grows larger and more complex, starting small with solutions like a virtual private network (VPN) or enterprise mobility management (EMM) can make sense. But it takes a comprehensive strategy to move from simply maintaining mobility to positioning your organization for success.

CDW•G gets mobility. We can offer the Commonwealth strategy workshops to help you define your mobility vision and create a roadmap to bring it to life. As we develop a plan, we'll use our extensive knowledge of the Commonwealth's existing infrastructure, network, collaboration tools, security and policies to develop a plan.

It's all part of our approach to mobility, and by being so familiar with the Commonwealth through years of working together, we have the tools to best help you transition to a more mobile work environment.

Your CDW•G team is led by your account representatives who will give you access to the collective knowledge of solution architects, engineers, optimization specialists, help desk specialists and enterprise mobility management administrative support.

Our close relationships with industry leaders and Gartner Magic Quadrant vendors allow to bring your proven mobile solutions to further your strategic objectives and organizational goals while protecting your data.

We can provide the Commonwealth with a solution best tailored to its needs by our ability to offer your choice of devices, carriers, enterprise mobility management providers and apps and will provide our objective expertise to help you make the right choice for the Commonwealth.

Once your plan is in place, we have these resources to help you managed your Mobility environment and make sure it continues in the right direction:

Unified Management Console

Our unique portal streamlines management by allowing you to track, manage and secure every endpoint and device from a single, centralized console.

Mobile Workspaces

Mobile devices are accelerating the client virtualization space. We'll help you provide the applications and content your users need through workspace solutions. You can choose to virtualize legacy applications or the entire desktop experience for better operating efficiency and improved mobile security.

Security Expertise

We're proud to be the no.1 partner for all of the industry's top security vendors, including data loss prevention and anti-malware technologies.

Mobile Expense Management

Simplify expenses by automating and managing invoices, payments, and review and approval processes. We'll even help you maximize costs savings with our own insights into your total wireless communications spend

Enterprise Mobility Management

Services include mobile device management ("MDM"), mobile asset management ("MAM,") mobile content management ("MCM") and help desk— extending beyond mobile devices to include cloud, virtualization and network platforms to help manage and secure apps and other enterprise mobile activity.

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

CDW•G is very familiar with a "Just-in-time" approach to hardware purchasing. With our experience on past Commonwealth contracts of Indefinite Delivery/Indefinite Quantity, we are confident we can continue to handle agency purchases that reflect actual need and do not guarantee quantities. From a few laptops to agency fleet roll-outs and high dollar purchases, CDW•G is capable of processing and shipping purchases of all kinds, sizes, and values.

We have been managing the Pennsylvania Department of Health's refresh cycle since the beginning of the Personal Computing Devices, Monitors & Services contract in 2013. We have been able to deliver no matter the size of the project, the timeline of the project, or even if the project started sooner than expected. Whatever the Department of Health has needed, we have been flexible to meet their purchasing requirements.

We have been able to meet the Department of Health's needs through our "Just-in-time" best practices:

- Strong project management

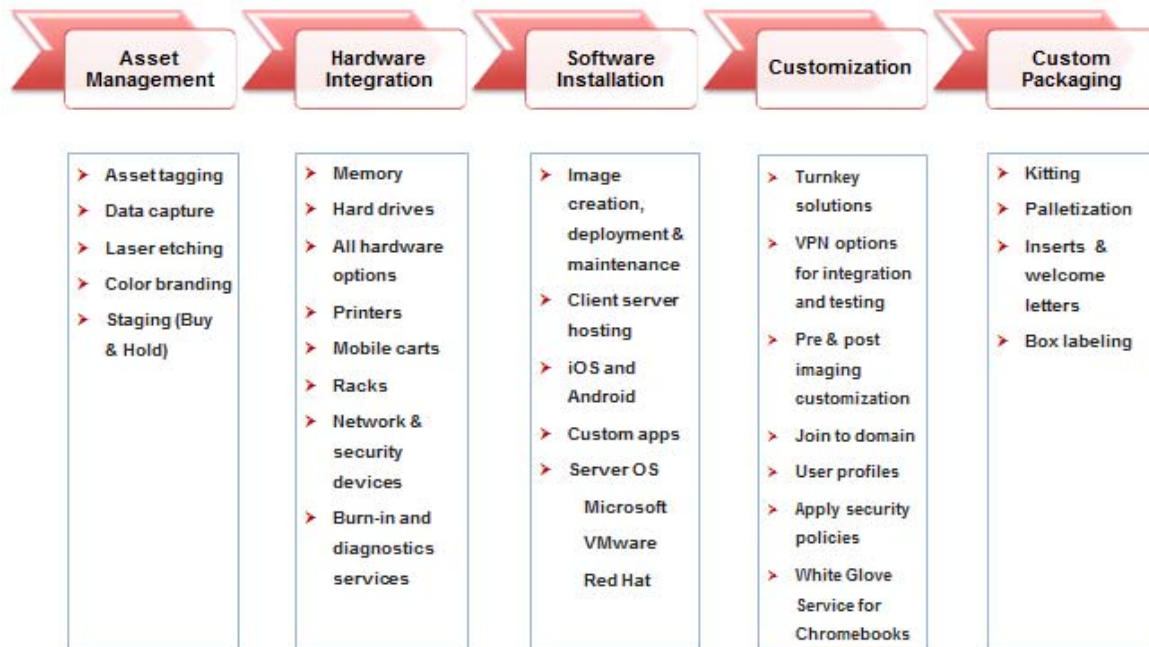
- Leveraging partner relationships for pre-release buy in opportunities and utilizing our connections to our distribution partners' inventory
- Keeping a one- to four-week supply of products in our two distribution centers (depending on current sales volume trends for each product) at Vernon Hills and Las Vegas
- Leveraging local PA warehouses for stocking
- CDW•G's configuration center services
- Prebuying equipment before a Commonwealth purchase order has been cut so we can meet a deadline with short notice

10. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process including your company's ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

CDW•G can help the Commonwealth track your Apple devices and other hardware assets via your Account Center. All asset-tagged items are linked to our in-house IT Asset Management database. If you decide not to apply asset tags, you can manually enter the information into the Hardware Asset Management tool when the products are received. Furthermore, you may add items not purchased from CDW•G to your inventory list.

Configuration Centers & Asset Tagging

Here is an overview of the configuration services CDW•G offers:



Data Capture

We can also capture vital information from your devices (i.e. wireless address, asset information) and send them to your team prior to shipment. That way, you can pre-stage information into your databases to streamline new system integration onto your network.

We will also leverage our local, Small Diverse Business partner Adept for inventory and asset management. Adept has more than 15 years of experience serving the Commonwealth in providing services that include asset tagging.

As for how CDW•G has helped other states effectively manage their hardware assets, we can provide an example of how we've done it in the Commonwealth. We provided custom reporting for the Pennsylvania Department of Corrections. The Department had been purchasing desktops and monitors, varying in quantity, for all of their facilities across the state. CDW•G successfully managed these specific desktop and monitor assets by providing custom reporting.

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into your product portfolio and rolling them out to customers?

CDW•G understands innovation, modernization, and technology's ever-evolving role in achieving net benefits for our customers.

We have successfully implemented thousands of solutions across many emerging technologies for customers nation-wide. Our Solution Architects, Engineers and Project Managers have the training, credentials, and experience to incorporate and roll out these solutions successfully.

As a company, CDW•G has internal resources dedicated specifically to monitoring IT trends, technical roadmaps, and emerging technologies: a team of brand managers, category managers, partner specialists, a product data team of individuals, and field account executives, among others. We continue to leverage these assets to ensure we are offering the Commonwealth state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in the Commonwealth's environment.

Responsibilities of our resources include:

Product & Partner Management: Our category managers head our product & partner management department and are responsible for overall success and strategy of our technology categories. This team collaborates to monitor our manufacturer partners' performance in serving CDW•G customers and our business initiatives. The group, largely, is all located within the

same offices as our sales team, facilitating easy communication of insightful lifecycle information. The highly collaborative relationships we have with our manufacturer partners allow us to quickly provide the Commonwealth the latest technologies.

Procurement: Our procurement team utilizes demand data to determine order quantity and manage proper flow of inventory. Overall, our inventory turns an impressive 24-26 times per year; evidence of our effectiveness in keeping the latest “best of breed” solutions at hand. Our buyers have close working relationships with all of our partners, who assist in pursuing and securing special buy-in opportunities; provide our new product launches and product lifecycles information; and keep CDW•G notified of marketing activities that would lead us to require a greater on hand inventory. An example of this pro-active procurement process includes the always anticipated release of the newest generation Apple iPad. We receive advanced notification of iPad releases, allowing us to purchase quantities in advance and supply to our customers when other vendors may have difficulty securing stock.

Marketing Reporting and Analysis Team:

Among its many other functions, this team develops analysis to evaluate product and brand trends. Additionally, they perform significant analysis of our partners and major competitors’ pricing offers to ensure our advertised pricing stays competitive in the market.

Sales Teams: CDW•G’s field account executives (“FAEs”) are the dedicated onsite presence and direct conduit to the resources within CDW•G for our customers. Our State & Local arena coworkers focus on the needs of specific agencies. This assignment structure allows our FAEs to be actively involved with and extremely knowledgeable about our government customers’ current environments and evolving needs. They in turn, with their account manager, business development, and Intel counterparts, provide new technology input to our program managers to ensure we provide timely contract updates to give the Commonwealth the ease of procuring the latest technologies.

Additionally, members of our sales team receive an average of 165 hours of training in their first year at CDW•G, and participate in more than 140 hours in each subsequent year of employment. Our sales teams focus on being certified experts in the products they sell; proof of this dedication is in the numbers. Our sales teams not only contribute to the effort of including emerging technologies at a contract level, they provide technology road mapping assistance at an agency level.

For example, when helping the Commonwealth envision and implement its mobile transition, our account management team's introduction may provide a broad overview of several aspects of enterprise mobility, or it may focus on a particular topic area, depending on what the Commonwealth specifically needs.



Before investing in a longer-term mobile program, the Commonwealth may need a “quick start” to address short-term objectives and solicit internal buy-in. CDW•G offers a two week engagement including one week of research and preparation, three days on client's site, and two final days of building a 30/60/90 mobile plan.

With our Mobility partners, such as Apple, CDW•G will collaborate with the Commonwealth to obtain a deeper understanding of their vision and the mobile landscape through sessions with senior level stakeholders and specialists. We will collaborate on a strategic vision for mobile's role in their organizations. Outcomes of the exercise include a mobility roadmap and understanding of existing and emerging technologies to prioritize what to do today, tomorrow and 12-18 months from now.

On-Site Vendor Representatives: In each sales office, we have an area dedicated for vendor partners to work onsite at CDW•G. We feel this is an important investment in fostering a work-share mentality and maintaining focus on our customer's needs. With our partners' representatives sharing office space, Account Managers and Engineers collaborate to assist the Commonwealth, and provide insight to emerging technologies.

The level of Apple support in CDW•G includes:

- Two Apple-certified System Engineers dedicated to CDW for custom IT solution support.
- CDW-badged, Apple-certified resources onsite to assist sales and customers
- Apple iOS and Mac certified Mobility Solution Architects.

We are also regularly asked to participate in OEM advisory board and product beta-testing initiatives. We have been participants in such programs for Microsoft, Adobe, Symantec, IBM, Trend Micro, McAfee, CommVault, Quest, VMware, Cisco, Juniper, Sonicwall, and Riverbed. These organizations have relied on the input and feedback of our staff to be confident their products are market-ready, prior to their public release.

We will continue to leverage our assets and relationships to ensure we are offering the Commonwealth state of the art technologies, while also vetting the benefits and the risks of new solutions and their appropriateness for application in its different environments.

12. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

The Commonwealth's account representatives, Ryan O'Donnell, Nick Larocca, Erik Joss and Alexa Sharrar will provide product lifecycle information to help you make informed decisions on upgrades, expansions, retirement and other methods of updating the existing desktop or laptop environment.

You will benefit from our direct relationship with Apple and our on-site Apple representatives. Your account representatives will work directly with Apple and with these resources to review product roadmaps, identify new models and develop a transition plan for new technologies for your organization.

Your account team can also schedule quarterly conference calls with Commonwealth agency IT staff to help advise them on any major manufacturer announcements or roadmap changes. For higher level questions, CDW•G's technical specialist team provided in our response to Staffing will be available for discussions.

The Commonwealth can rest assured that through CDW•G's technical expertise, relationships and resources, we will stay on top of how Apple's releases and announcements affect current assets and what it will mean for future purchases.

We have experience doing this for the Commonwealth. We have some customers on their third iteration of a desktop or notebook.

An example of our process would be we learn through our relationship with Apple that an update is coming out in six months. We call Commonwealth agencies and tell them what's happening, how they can start preparing, what changes will need to happen around the contract to best meet their needs. Not only do we work with the contract administrators in this process to effectively update and add new products, we also seamlessly work with every agency to make sure they are aware of the updates and that they are ready. We then arrange for the agencies to receive demo units to test out the new images or technology, and determine if they like the new features and products, or if they would prefer new products completely. We have the flexibility to handle all kinds of requests.

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

CDW•G Supply Chain Network

The Commonwealth will benefit from a vendor partner positioned very closely with major shipping companies for standard and expedited delivery. CDW•G's carrier partners will be recognizable to the Commonwealth as standards of excellence in the industry: UPS, FedEx, AIT, UPS Freight, Dynamex, CEVA Logistics, and Veterans Messenger service.

Commonwealth agencies can expect most of their shipments to come from the Vernon Hills distribution center, which focuses on distributing products to customers east of the Mississippi River, while the Las Vegas distribution center, which primarily serves the western part of the United States, will be there to provide inventory and shipping support when needed.

These two large strategically located distribution centers ensure speed and accuracy throughout the product fulfillment and distribution process. CDW•G has a 450,000-square-foot distribution center located at our headquarters in Vernon Hills, IL and a 513,000-square-foot distribution center located in North Las Vegas, NV. We carry more than 100,000 top brand-name products from more than 1,000 leading manufacturers.

In 2015, CDW processed 45% to 55% of our IT sales from our two distribution facilities.

Even these impressive figures represent about half of our current capacity. We have the flexibility to increase capacity in all aspects of the procurement process. By design, neither location utilizes its full capacity, so we are able to scale to fulfill large orders. For instance, if a Commonwealth agency purchases a fleet roll-out quantity of desktops, we utilize the available space to house and stage the equipment for configuration and shipment. This process enables a fast turnaround to our customers so that they are able to utilize their products quickly, rather than waiting extensive periods of time.

Since we do not manufacture hardware, we have implemented many policies, and the governance of such policies, to regulate where we will procure these products, including detailed reporting to our partners via electronic data interchange (EDI). We do not procure from third party or gray market vendors. We'll work only with Apple and their authorized sources directly for the procurement of Apple devices.

Our Purchasing Department maintains inventory levels based on run rates and lead times per each partner to ensure that proper inventory levels are in place, particularly on fast-selling products. We have a replenishment program with specific criteria for Apple that takes lead time into consideration when placing order. Our EDI feeds with most of our larger partners outlining quantity, location and cost of goods.

Volume Orders

CDW•G purchases products in volume when we can buy them at competitive prices, store the product in our two distribution centers in Illinois and Nevada and ship directly to the customer from select partners. In this way we can pass along the volume discount savings to our customers and the products are available for immediate shipment.

Staging & Storage

For many of larger customers and contracts, such as the Commonwealth's, we offer staging options by which we can warehouse specific items for later staging, release them on a month's long rollout schedule, and guarantee stocking position. We can do it locally, we can do it at the manufacturer, or at our two CDW•G warehouses.

Effective Expediting

Whenever a Commonwealth order requires expediting, it will be treated with priority. If an emergency situation arises, contact Ryan, Erik, Nick who will place the order and arrange for expedited delivery. Due to our very large inventory at our two distribution centers, it is very likely that we will have the product(s) you need for immediate shipping.

The most economical option is to utilize FedEx or UPS for overnight delivery for arrival by 10:30 AM the next morning (to most areas). However, FedEx and UPS are not available options for heavy weight shipments. It may be possible to expedite heavy weight shipments depending on the weight.

CDW•G establishes and maintains strong relationships with our vendor partners, which allows us to negotiate favorable payment terms, execute on opportunistic purchases and leverage our buying power and position in the marketplace to ultimately deliver a sound solution to our customers. We conduct quarterly business reviews with our top vendor partners. This includes our key manufacturer partners as well as our top distribution partners.

CDW•G and Apple Fast Ship Program

The Commonwealth will also benefit from working with CDW•G because we are part of Apple's Fast Ship program. This means when Apple announces a NPI (New Product Introduction) CDWG is one of the first resellers to receive delivery of the new product(s) and able to ship to the Commonwealth.

Through our established relationship with Apple, we can provide these fast shipment options to the Commonwealth. CDW•G is also able to work with Apple directly to call out specific orders

that have urgency or prioritization and request those orders be highlighted within Apple to receive acknowledgement of prioritization.

Adept’s Local Warehouse

The Commonwealth will also benefit from CDW•G’s ability to leverage when needed Adept’s 6,000 square foot insured and secure warehouse located in Pennsylvania, a few minutes outside of Harrisburg.

14. DEVICE ENROLLMENT PROGRAM. Does your company participate in Apple’s Device Enrollment Program?

Yes, CDW•G participates in Apple’s Device Enrollment Program.

15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth’s current service environment by meeting or exceeding these requirements.

To automate reporting between CDW•G and the Commonwealth’s Service Now software, CDW•G will pass flat file reports on a scheduled basis (Daily or Weekly) through a Secure FTP that can be hosted by the Commonwealth or CDW•G. The report would contain agreed upon data fields that CDW•G is capturing during the Order/Invoice/Configuration processes.



16. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Policy	Applicable?	Reason
Accessibility ITP-ACC001	No	We will not be developing websites for the Commonwealth
Search Technology Standards ITP-APP003	No	We will not be engaging in any search related IT projects
Collaboration Technology Standard ITP-APP004	No	We will not be engaged in any collaboration services projects
Commonwealth PA website standards ITP-APP005	No	Will not be creating website for Commonwealth
Automatic Vehicle Location ITP-APP009	No	Not selling any AVL
Alerting & Notification Service Standards ITP-APP010	No	We will not be involved in any project with alerting and notification service

Web Server/Application Server Standards ITP- APP002	No	Will not be developing any new web applications for the Commonwealth
Addressing solutions ITP- APP006	No	We are not developing Apps
ITP_APP007- Commonwealth of Pennsylvania External Web Site Linking Policy	NO	We will not be posting hyperlinks on Commonwealth websites
ITP_APP008- Business Process Management Policy	NO	We are not developing applications
ITP_APP011- Application Development Languages	No	We are not developing applications
ITP_APP012- Systems Development Life Cycle Policy	No	Not developing applications
ITP_APP013- Integrated Development Environments	No	Not developing applications
ITP_APP014- Application Testing Tools Policy	No	Not developing applications
ITP_APP015- Web Development Frameworks	No	Not developing applications
ITP_APP016- Requirements, Data and Object Modeling Tools	No	Not developing applications
ITP_APP017- Requirements Management Tools	No	Not developing applications
ITP_APP018- Software Configuration Management Tools	No	Not developing applications
ITP_APP019- Software Change Management Tools	No	Not developing applications
ITP_APP021- Forms Development Tools Policy	No	Not implementing forms solutions
ITP_APP023- Human Resources Applications Policy	No	Not updating human resource application
ITP_APP024- Supplier Relationship Management Applications Policy	No	Not creating application
ITP_APP025- Customer Management Applications Policy	No	Not creating customer management application
ITP_APP028- Materials Management Applications Policy	No	Not updating PLM applications
ITP_APP029- Portal Technology Standards	No	Not providing portal technology
ITP_APP030- Active Directory Architecture	No	Not providing active directory
ITP_APP031- File Transfer Protocol (FTP) Policy	No	Not providing FTP Server

ITP_APP033- Use of Freeware Policy	No	Not providing freeware
ITP_APP035- Internet Browser Policy	No	Not providing internet browser
ITP_APP036- Office Productivity Software Policy	No	Not providing office productivity software
ITP_APP037- Document Viewer and Reader Policy	No	Not providing document viewer
ITP_APP038- SAP Graphical User Interface (GUI)	No	Not providing GUI
ITP_APP039- Web Analytics Policy	No	Not providing web applications
ITP_BUS000-Information Technology Policy Governance	No	Will not be a part of the IT policy governance body
ITP_BUS001-Integrated Enterprise System SAP License Review	No	Will not be managing agency sap license
ITP_BUS003- Emergency Telework Policy	No	We are not involved in Commonwealth Work from Home policies
ITP_BUS007- Enterprise IT Services Offering Policy	No	Not involved in enterprise classes
ITP_BUS008- Enterprise Employment Application Platform Policy	No	Not involved in Commonwealth's employment process
ITP_EPM001- Integrated Project and Portfolio	No	Not utilizing the iPPMS technology
ITP_INF000- Enterprise Data and Information Management Policy	No	Will not have access to PII
ITP_INF001- Database Management Systems	No	Not developing applications
ITP_INF003- Data Modeling Standards	No	Not developing applications
ITP_INF004- Data Warehouse Policy	No	Not building a data warehouse solution
ITP_INF009- e-Discovery Technology Standard	No	Not involved in eDiscovery
ITP_INF010- Business Intelligence Policy	No	Not developing applications
ITP_INF011- Reporting Policy	No	Will not be doing the reporting
ITP_INF012- Dashboard Policy	No	Will not be providing dashboard
ITP_INFGT001- Geospatial Information Systems (GIS)	No	Not providing GIS software
ITP_INFGT002- Geospatial Enterprise Server Architecture	No	Not providing GIS software

ITP_INFRM001- The Life Cycle of Records: General Policy Statement	No	We would not be conducting analysis of electronic records as a part of our work
ITP_INFRM004- Management of Web Records	No	not involved in management of web records services
ITP_INT_B_1- Electronic Commerce Formats and Standards	No	Not involved in electronic commerce services
ITP_INFRM005- System Design Review of Electronic Systems	No	Not providing electronic information system
ITP_INFRM006- Electronic Document Management Systems	No	Not providing EDMS solution
ITP_INFRM007- Management of Electronic Information created via non-EDMS technology	No	Not storing electronic records
ITP_INT_B_2- Electronic Commerce Interface Guidelines	No	Not providing electronic commerce interfacing
ITP_INT001- Message-Oriented Middleware	No	Not providing point to point messaging
ITP_INT006- Business Engine Rules	No	Not providing applications
ITP_NET007- Cable/Satellite Television (CATV) Services	No	Not providing these services
ITP_NET008- Telecommunications Services for Commonwealth Business Partners	No	Not providing these services
ITP_NET009- Video Conferencing Services for the Commonwealth of PA	No	Not providing these services
ITP_NET010- Commonwealth of Pennsylvania Satellite Services & Equipment Policy	No	Not providing these services
ITP_NET016- Wireless Cellular Data Technology	No	Not selling anything related to cell phone data
ITP_NET018- Internet Access	No	Not providing internet access
ITP_PLT001- Desktop and Laptop Technology Standards	NO	Not applicable because this RFP is creating a new purchasing vehicle for laptops and desktops
ITP_SEC001- Enterprise Host Security Software Suite Standards and Policy	No	Not selling enterprise host security software
ITP_SEC004- Enterprise Web Application Firewall	NO	Not providing applications

ITP_SEC005- Commonwealth Application Certification and Accreditation	No	Not developing applications
ITP_SEC008- Enterprise E-mail Encryption	No	Not using Commonwealth's network for emailing
ITP_SEC010- Virtual Private Network Standards	No	Not providing VPN
ITP_SEC011- Enterprise Policy and Software Standards for Agency Firewalls	No	Not providing software
ITP_SEC013- Identity Protection and Access Management (IPAM) Architectural Standard  Identity Management Services	No	Not working on a project related to shared security infrastructure
ITP_SEC014- Identity Protection and Access Management (IPAM) Architectural Standard  Identity Management Technology Standards	NO	Not working on identity management services
ITP_SEC017- CoPA Policy for Credit Card Use for e-Government	NO	Not creating applications for credit card use
ITP_SEC019- Policy and Procedures for Protecting Commonwealth Electronic Data	No	Will not have access to Commonwealth C data
ITP_SEC020- Encryption Standards for Data at Rest	No	Will not have access to data at rest
ITP_SEC021- Security Information and Event Management Policy	No	Not involved in SIEM solution
ITP_SEC023- Information Technology Security Assessment and Testing Policy	No	Will not be conducting security assessments
ITP_SEC025- Proper Use and Disclosure of Personally Identifiable Information (PII)	No	Will not have access to PII
ITP_SEC027- Standard for Electronic Postmarks	No	Will not be providing electronic postmarks
ITP_SEC029- Physical Security Policy for IT Resources	No	
ITP_SEC031- Encryption Standards for Data in Transit	No	Will not have access to data in transit
ITP_SEC034- Enterprise Firewall Rule Set	No	Will not be setting up firewalls for Commonwealth
SEC035- Mobile Device Security Policy	No	Not providing mobile devices to the Commonwealth

ITP_SEC037- Identity Proofing of Online Users	No	Not providing this type of services
ITP_SYM003- Off-Site Storage for Commonwealth Agencies	No	Not providing off site storage
ITP_SYM004- Policy for Establishing Alternate Processing Sites for Commonwealth Agencies	No	Not involved in services providing alternate processing facilities
ITP_SYM006- Commonwealth IT Resources Patching Policy	No	Not providing security patch software
ITP_SYM010- Enterprise Services Maintenance Scheduling	No	Not providing maintenance

17. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.4.ii.a of the RFP, please describe how your company’s data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM’s means for providing data cleansing services.

We will be utilizing Adept for the data cleansing services requested in this Lot. Adept follows the Commonwealth’s ITP for data cleansing and will provide the appropriate logs.

18. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

A critical component of any contract consists of maintaining efficiencies and then putting new ones into practice when they are discovered. To this end, the Commonwealth’s account representatives and Program Manager Yolanda Blomquist will hold Quarterly Business Reviews to ensure that we are meeting the requirements of the Apple Devices contract.

This approach is beneficial to the Commonwealth because it provides a platform for stakeholders at the agencies to discuss various topics concerning the contract, such as custom reporting requirements, areas for improvement, and general contract health.

These sessions with the Commonwealth include a breakdown of several key metrics including:

- Total contract spend by manufacturer
- Contract Highlights – documentation of any pressing issues identified from quarter to quarter
- Service Level Requirements
- Delivery – average days to ship
- Returns – total count of returns

- Data interpretation for any reports Commonwealth customers run for themselves

In addition to the metrics listed above, we'll work with the Commonwealth to determine other key performance indicators that you would like to be measured and discussed.

Measuring Success with PA Agencies

At CDW•G we take customer feedback extremely seriously and have the following processes in place to ensure we can track and address feedback from the Commonwealth:

- We conduct monthly loyalty surveys measuring customer perception and collecting information for several internal departments including shipping, billing, and customer relations.
- "Poor" and "Fair" ranked responses are addressed by contacting the customer to determine the reason for this unsatisfactory response and develop an action plan to correct immediately
- CDW•G sends collaboratively created surveys on a quarterly basis, from a third-party provider. The survey will serve to monitor the feedback of agencies around the Commonwealth of our service for this contract and we will include the survey results in our QBR discussions to ensure that the Commonwealth has a consistent pulse on the success of the contract.

Corrective Action Plans

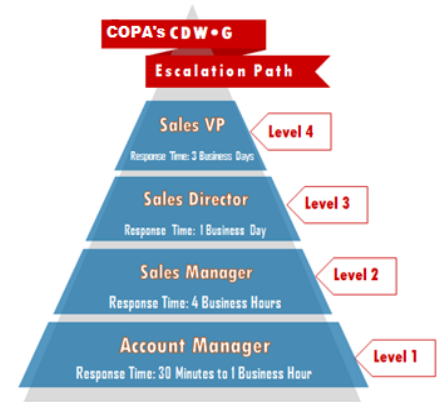
While there are many controls in place to ensure our performance on this contract doesn't lapse in the first place, we also have processes to make sure mistakes are not repeated. Some of these processes include:

- When we see high volumes for particular types of Customer Service Requests ("CSRs") returns we make adjustments and evaluate process changes, as needed
- Process improvement is part of the evaluation for program management employees and for this reason new processes are continually researched and thoroughly documented once they go live
- Escalated issues are tracked and recurring areas addressed through process improvement and/or additional training
- Team leaders handle customer services matters whenever they are escalated to provide tailored coaching as necessary upon issue resolution
- The Customer Relations Supervisor reviews all CSRs at the end of the day to ensure that we handle each CSR right away
- Customer Relations Quality Analysts audit 20 cases per Customer Relations Representative each month to ensure our representatives are meeting quality standards and that we are providing proper training

Sales Manager Mike Truncone will utilize the results of the surveys discussed in the section above to provide individualized coaching for each of the Commonwealth's account representatives.

Sales Escalation Path

If due to unforeseen circumstances there is a lapse, CDW•G has a plan in place for correction. If a lapse in performance occurs, Commonwealth customers should bring the issue to the attention of their Account Manager Ryan O'Donnell, who in turn will escalate to his Sales Manager Mike Truncone. If the Mike cannot resolve the issue they escalate to their segment Sales Director Jon Mazella for their segments, and so on up the CDW•G chain of executive leadership. Escalation will continue until we provide a suitable solution to the performance issue.



From the moment that an issue arises and it is brought to the attention of Ryan or any of the Commonwealth's account representatives, agencies will never wait more than 4 hours for a response and are never more than 3 days from issue resolution using this escalation path.

The Sales Teams work hand-in-hand with the Program Management Team to ensure that if an issue requires significant escalation, we determine proactive measures to prevent the problem from recurring. Once we determine the fix, we memorialize the process for standardization for future situations that are similar in nature.

Programmatic Improvements

In addition to all of the actions listed in this section, we commit to having formal onsite process reviews with the Commonwealth twice a year to look at the health of the contract on a macro scale. During these biannual meetings we will review contract processes, any incidents of note, and get high level feedback from the contract administrators at the Commonwealth.

Our focus during these meetings is always on contract improvement. We seek to understand the Commonwealth's key technology and procurement initiatives to better align our contract promotion techniques along with those of our partners. Conversely, our team gathers information from our partners concerning the programs that have been most impactful within the Commonwealth. With this information we collaborate with contract administrators to find ways to improve the reach and scope of those programs. These meetings with our Sales and Program Management leadership allow us to continue the collaborative spirit of our partnership to usher in process improvement for the whole Commonwealth.

One example where we have driven cost savings was on a large storage project that we did with the State of Oregon, Public Employee Retirement System (PERS). The customer engaged us to complete a large HP implementation that required unforeseen additional Symantec products and services for a successful rollout. Due to our programmatic improvement of proctoring the creation of an Indirect HP WSCA contract, we were able to help the customer procure the HP and Symantec products it needed while staying compliant with procurement rules. This type of knowledge and ingenuity will be leveraged to ensure that we are continually finding contract efficiencies to benefit Pennsylvania agencies.

In addition to meeting with contract administrators, we will work with the Commonwealth to establish regularly held town-hall style meetings. This allows CDW•G Sales and Program Management leadership an opportunity to meet with agencies and get contract performance feedback directly from the people that use it every day.

19. **ACCESSIBILITY PLAN:** Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

The Commonwealth's commitment to enhanced accessibility options is in good hands with Apple. They have assistive technology built-in to all of their devices — Mac, iPhone, iPad, Watch, TV — at no additional cost.

Their website has full information for Commonwealth agencies around their accessibility support and Voluntary Product Accessibility Templates:

- **Accessibility Support:** <https://support.apple.com/accessibility>
- **Voluntary Product Accessibility Templates:**
(VPATs): <https://support.apple.com/accessibility/vpat> - addresses how Apple products meet 508 requirements.

The Commonwealth will also benefit from partnering with CDW•G. Though we do not manufacture hardware, we make accessibility to technology a top priority. We believe that all people should have fair and equitable access to technology resources, and we do this in accordance with US Section 508.

CDW•G can provide documentation and information regarding Section 508 compliance for many of the products that we sell. Most of our partners have Section 508/ADA policies in place for the manufacture of products and update those policies on a regular basis.

Working together with our partners and the Commonwealth, CDW•G can help make the working environment more inclusive and available for all employees across the Commonwealth.

15. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

For the services specific to this Lot, and across all of the Lots, we will utilize our SDB partner Adept.

Adept's PMO track record with the Commonwealth has resulted in over 450 successful custom technology deployment projects, working with all Commonwealth agencies, over 500,000 systems installed, deploying services to all 67 counties, and over 3000 Commonwealth locations.

Adept's PMO and Deployment Services infrastructure and team is currently in place; and there will literally be NO transition period nor ramp up time required to start to manage and deliver these services on the next contract. Adept has, and can, successfully utilize their PMO and Technology Deployment Services strategy for any type of desktop, laptop, tablet, thin client, workstation, mobile device, printer, server or storage project that any Commonwealth agency desires to deploy, to anywhere within the Commonwealth. Adept is by far the most qualified and experienced PMO team to manage and deliver all Technology Hardware Lots (1-6). They have a proven by our track record of success with all Commonwealth agencies over the past 15 years.

Finally, Adept's PMO Best Practices is most accurately described by mapping the similarities of the Commonwealth agencies, along with the unique requirements that each has into our services. This specific customization is what has made each project successful, produced satisfied agency customers over the past 15 years and what Adept focuses on for the foundation of our PMO Best Practices. The following is the summary of how this works.

- Frequency of Deployments:
 - The larger agencies purchase equipment and run projects throughout the year with one or two major project making up most of their procurements. While some agencies will do yearly deployments that is part of a 4 – 5-year refresh program. There are some smaller agencies that will refresh systems on an as need basis due to budget issues and resources challenges.
- Project Planning Process:
 - For projects of under 500 systems planning starts 3 - 4 months in advance which includes 3 major planning session and 6 touch point meetings.

- For projects between 500 and 1,500 systems planning starts 6 - 8 months in advance which includes 12 major planning session and touch point meetings each week in which there is not a planning meeting.
- For projects between 1,500 and 12,000 systems planning starts 9 - 12 months in advance which includes 24 major planning session and touch point meetings each week in which there is not a planning meeting.
- During all project planning action items like User information, image development, site readiness and destination of systems are developed along with a policy and procedure document that outlines each party's responsibility to execute a successful project. This is just some of the items that are consistent with all projects.
- Project Management Office (PMO) / Project Management (PM) Services:
 - As part of the PMO commitment to help agencies with their strategic planning we have dashboard meetings with the agencies that vary from weekly to monthly to quarterly depending on the volume of work and the urgency of upcoming projects. During these meetings forecast of upcoming projects is discussed to ensure that the hardware vendor is informed of the upcoming order to ensure the product is ready and that time lines during the planning are met. Adept also reviews all the milestones during the dashboard to make sure nothing has changed to keep the project on schedule. The PMO takes the next step by providing road map seminars to keep the agencies up to date on technology and upcoming changes in product lines. Along with the roadmap seminars the PMO offers group and individual educational seminars to assist the agencies with their strategic planning and the Continual Service Improvement to the customer and the end user.
- Customer Satisfaction:
 - Adept's #1 focus for all Commonwealth projects is our ability to understand all the requirements as well as the expectations of the agency, and to make sure we can deliver to each of them. With that goal in mind, we have consistently been able to achieve the highest level of Customer Satisfaction with our PMO team as well as our installation deployment services over the past 15 years. Agencies have validated our success by also utilizing Adept's services outside of the traditional desktop and systems deployments. Agencies have requested Adept to assist in building their IT Strategic plans, and for other various hardware/technology refreshes such as printers, network hardware and even wireless projects. We aid the Commonwealth on budget justifications for large projects to their budget offices, with various forms of documentation and evidence to demonstrate success and best value. This long track record of project success has led to a level of trust with Adept's PMO that we consistently meet with many of the large agency teams on a regular basis to plan and promote the projects to all program areas and to

always demonstrate our ability to always manage and deliver any type of technology deployment project. Lastly, this type of customer satisfaction is not best measured in a survey form but by the relationships and trust the Commonwealth agencies have placed in the Adept PMO and our Technology Team over a very long project life-cycle. Customer Satisfaction, is, and remains, Adept's first priority to Commonwealth agencies.

- Logistics & Deployment Services:
 - The PMO works with the agencies to determine what deployment services are needed for each project. This is done to ensure that the right services are chosen to execute the project to the expectations of the agency and to reduce and unnecessary cost to keep the agency within their budget. Adept also provides a much-needed logistic service for both the new systems and the old systems so the agency does not need to find secure space at their locations to store the systems while the project is being completed.
- High quality trained, and experienced, deployment service professionals:
 - The Adept team provides high quality trained deployment service professionals to all Commonwealth agency projects. All technicians that work on-site on Commonwealth locations have experience with Commonwealth installations and the agency requirements and expectations for deployment. Each technician has a background check report that can be provided to the agency at any time. Any "new" trainees are required to be accompanied by a senior technician at all time, as they learn Commonwealth and agency requirements. Each deployment team has Site Leader that reports back the Project Manager. All aspects of the entire deployment are managed every day, real time, to ensure 100% customer satisfaction, to every agency.

With Adept, we are able to offer the following services for this Lot:

Project Management Office (PMO) Services:

Project management will be provided by the VENDOR for all services listed, and includes the following services and deliverables.

- Assists in the development of the quote to ensure the proper services and hardware have been selected to complete the project as expected by the customer.
- Schedules and coordinates the pre-project planning meeting(s).
- Schedules and coordinates all deployment meetings through the life of the project.
- Develops a project plan using Microsoft Project.
- Develops all project documentation to be used during the project, and is provided as a deliverable at the end of the project to the customer.
- Ensures that the Purchase Order is processed by the VENDOR per the project plan.
- Tracks and reports on all the orders for the project to the point of delivery.

- Sets up procedures, agreed upon by the customer, to minimize Risk and Change to the project.
- Develops the roles and responsibilities for all groups involved in the project (VENDOR and customer).
- Develops the project schedule for the customer's approval. This includes all services identified on the Purchase Order.
- Works with the customer to determine and gather the information needed for the project.
- Works with the customer to develop and approve the installation scripts to be used by the install teams.
- Merges all information into the install scripts that is required to execute the install script during installation of the new system(s).
- Ensures that all factory services that are needed for the project are completed and applied to the hardware by the VENDOR.
- Provides all reports needed for the project in a timely manner throughout the project.
- Schedules and coordinates Closeout/Lesson Learned meeting at the end of the project.
- Provides a single point of contact from the VENDOR to the customer for all issues and escalation throughout the project.

PMO Deliverables/Reports:

- Comprehensive Project Plan
- VENDOR Asset report including the following fields but not limited to:
 - Agency
 - Department
 - Program area
 - Requestor name
 - Invoice #
 - Serial #
 - PO#
 - Type of hardware
 - Model
 - MAC Address
 - MAC address (Wireless)
 - Warranty Start date
 - Warranty end Date
 - Ship to Address
 - Acquisition Method (Purchase/Lease?)
 - Cost
- Orders Report
- Escalation/Communication Plan
- Completed Install Script
- Chain of Custody Document
- Site Acceptance Document
- Project Inventory Report to include the following but not limited to:
 - Location

- User Name
- Old/New IP Address
- Old/New Machine name
- Old/New PC OEM
- Old/New serial #
- Old/New Asset tag
- Old/New Monitor Serial #
- Old/New Monitor Asset tag #
- IMEI#
- Services provided for each item.
- Status and Issues Report

Installation Services:

- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store systems up to 30 days.
- Verify orders are complete.
- Provide packing slips to customer.
- Report and replace any damaged systems to VENDOR.
- Delivery systems to the customer site(s)
 - Includes inside *just-in-time* delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a *Chain-of-Custody* document to the customer for signature.
- Provide resource plan of team size and members of the team
- Install team will arrive at the same time the systems arrive.
- Unbox and prepare new systems for installation
- Transport new system to end user's desk
- Power down old system, and place beside end user's desk
- Set up new system at end user's desk.
- Organize cables
- Connect all peripherals as necessary.
- Follow customer provided installation instructions to connect the system to the customer network.
- Record all information for the Project Inventory Report
- Remove all trash and packing materials from the customer site.
- Obtain signoff from the site contact indicating that the service is complete.

Asset Tagging

- **Asset tagging is completed at site other than the customer's**
 - Customer works with Installation Service Provider (ISP) to create a custom tag location where tag should be applied.
 - Customer completes any documentation needed by the Asset tagging team to create asset tag.

- ISP creates an asset tag template and sends to customer for review.
- Customer approves the asset tag for bulk production.
- **The bundled suite of services includes:**
 - Installation
 - Image Deployment (By OEM)
 - Asset Tagging

10GB Data Transfer

Installation team members utilize a customer provided tool to transfer the data from the old system to the new system.

- Customer will provide an automated process with instructions, which allows the install team to move the data from the existing systems to a temporary storage location and then transfer the data back to the new systems.

Preparation for Shipment

- Move old systems from end user's desk to a single storage location within the building during the deployment process.
- Organize the equipment in preparation for removal from site.
- Record all information for the Project Inventory Report

Hard Drive Removal

- In correlation with an Installation, Prep for Ship or Disk Wipe the ISP will remove hard drives and mark with the user name, machine serial number, or any other identifier as required by the customer.

Relocation Within 25 miles

- **This service is for moving systems and peripherals only and does not include overnight storage.**
 - Power down and de-install systems.
 - Box up all keyboards, mice, cables, etc., and mark to identify the user.
 - Move quoted items to the new location. (Customer should mark the location for the user destination on each cubicle).
 - Install the system and peripherals and power up to verify operability.
 - Remove all packing materials.
 - Obtain customer signoff that the relocation is complete.

Relocation Outside 25 miles

- **This service is for moving systems and peripherals only and does not include overnight storage.**
 - Power down and de-install systems.
 - Box up all keyboards, mice, cables, etc., and mark to identify the user.
 - Move quoted items to the new location. (Customer should mark the location for the user destination on each cubicle).
 - Install the system and peripherals and power up to verify operability.
 - Remove all packing materials.
 - Obtain customer signoff that the relocation is complete.

Devise Return to DGS Surplus Warehouse

- Load systems onto the truck.

- Obtain “*Chain of Custody*” signoff from customer.
- Palletize and secure all systems at the warehouse by type.
- Pull hard drives if they have not been removed.
- Record Serial numbers by Pallet
- Provide customer with information for DGS Surplus disposition
- Obtain approval from DGS.
- Contact DGS to schedule delivery of systems to the DGS Warehouse.
- Systems can remain at the vendor warehouse up to 30 days.

Additional Options (Found in the Cost Matrix)

Managed Logistics

- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store systems up to 30 days.
- Verify orders are complete.
- Provide packing slips to customer.
- Report and replace any damaged systems to VENDOR.
- Delivery systems to the customer site(s)
 - Includes inside *just-in-time* delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a *Chain-of-Custody* document to the customer for signature.

Monitor Only Install

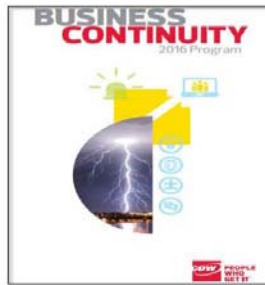
- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store monitor up to 30 days.
- Verify orders are complete.
- Provide packing slips to customer.
- Report and replace any damaged monitor to VENDOR.
- Delivery systems to the customer site(s)
 - Includes inside *just-in-time* delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a *Chain-of-Custody* document to the customer for signature.
- Install team will arrive at the same time the systems arrive.
- Unbox and prepare Monitor for installation
- Transport new monitor to end user’s desk
- Setup and connect monitor to the system
- Record all information for the Project Inventory Report
- Remove all trash and packing materials from the customer site.
- Obtain signoff from the site contact indicating that the service is complete.

Monitor accessory install (Mounting brackets, upgraded monitor stands, dual monitor stands...)

- Have orders shipped to, and received at, a local warehouse (Central PA), not the customer site(s).
- Provide update to Project Manager (PM) and customer of the arrival of the orders and any issues
- Store Accessories up to 30 days.
- Verify orders are complete.
- Provide packing slips to customer.
- Delivery monitor accessories to the customer site(s)
 - Includes inside *just-in-time* delivery of full or partial orders to avoid space and security issues at the customer site(s).
 - The delivery person will provide a *Chain-of-Custody* document to the customer for signature.
- Install team will add/configure monitor accessories while installing associated monitor.
- Remove all trash and packing materials from the customer site.

Hourly Technical Assistance

ISP will provide a technical resource...below is a description of the technical experience of the resource...in conjunction with a project to execute additional services that may be needed but are outside the normal contract services. (Examples: software loading, software configuration, training, cascading of systems...) There will be separate SOW for this service.



CDW Business Continuity Program Overview - 2017 Customer Version

CDW is committed to business continuity and has a complete Business Continuity Program (BCP) for resuming our own business operations and for assisting our customers. This program is a part of our commitment to the safety of our coworkers first and then to the continued service to our customers. Our program consists of (3) key components and depending on the disruption all plans intergrate: **Emergency Response & Business Continuity Plans, Crisis Communication Plans, and Disaster Recovery Plans.**

Mission: Ensure that CDW is prepared to provide for the safety and well-being of coworkers and the continuation of business for its customers in the event of a natural or human-made interruption



Our plans contain instructions, policies, and procedures for coworkers and management to follow during any business interruption. The BCP also includes an automated emergency communication system so we can immediately contact team members simultaneously within minutes of an incident. Business interruptions addressed in the plans include but are not limited to:

- Power Outage
- Fire
- Severe Weather
- Civil Disturbance
- Cyber Attack
- Explosion
- IT Infrastructure Failures
 - Phone Outage
 - Internet
 - LAN
 - WEB
 - Server
 - AS/400
 - WAN
 - Application
- Bio Chemical Attack
- Hazardous Material Spill
- Earthquake
- Snow/Ice Storm
- Tornado
- Hurricane
- Infectious Disease
- Workplace Violence (Active Shooter)

Our recovery strategies include: drop shipping, redundant IT systems, alternate office space, recovery services, and dual distribution centers. In an emergency situation, customers should be confident that CDW will work with you to ensure that systems are up and running as quickly as possible to minimize your downtime.

Some other features of our BCP include:

- Redundant servers across data centers for all mission critical applications and web-site hosting (hot-site or load balancing redundancy)
- MS SQL and DB2 database replication for performance and availability
- Dual T3 internet connection
- Redundant phone capabilities
- Dual AC
- Dual UPS
- Diesel generators at both data centers
- Diesel generators at both distribution centers

The multiple redundancies built into our systems provide backup and switch over in the event of a disaster. We have two complete redundant data centers, one in Vernon Hills, IL and the other in North Las Vegas, NV.

Our program is developed and maintained through industry leading software accessed through the internet from anywhere in the world. This gives CDW the ability to activate, maintain, and exercise plans on an on going basis. Additionally, we are able to make emergency notification and track response & recovery efforts as they occur.

Data is copied to tape or replicated to offsite storage on a daily basis. Business critical data can be recovered and restored in less than one day. Your CDW Account Team can help your organization achieve Business Continuity goals through a variety of methods. Services include Cloud Based Protection, Server Virtualization, Data Replication, Data Management, Data Migration and Storage needs assessments.

Our BCP plans are exercised throughout each year. Testing consists of tabletop and live exercises. Within these exercises all BCP components are tested. Results are documented and shared with senior company executives and board of directors.

The BCP has been successful due to our commitment to quality systems and procedures that prevent disasters and our very knowledgeable staff that is dedicated to the continuous operation of our systems.

Jeff Todd
Director of Global Security, Safety, & Business Continuity
CDW

2016 Pennsylvania Sample Quarterly Report

This CDW Government LLC Quarterly Report can be found in its native Excel format in the electronic copy on the enclosed flash drive.

Order & Delivery Report Tab

Agency	Street Address	City	State	Zip Code	B/W or Color	1500-2000 or 3000-15000	Manufacturer	Description	Part Number
OFFICE OF ATTORNEY GENERAL	16TH FLOOR STRAWBERRY SQUARE	HARRISBURG	PA	17120-0001			APPLE	APPLE 3W USB PWR AD	2830509
OFFICE OF ATTORNEY GENERAL	16TH FLOOR STRAWBERRY SQUARE	HARRISBURG	PA	17120-0001			APPLE	APPLE 3W USB PWR AD	2830509
OFFICE OF ATTORNEY GENERAL	16TH FLOOR STRAWBERRY SQUARE	HARRISBURG	PA	17120-0001			APPLE	APPLE LIGHTNING TO U	5762296
OFFICE OF ATTORNEY GENERAL	16TH FLOOR STRAWBERRY SQUARE	HARRISBURG	PA	17120-0001			APPLE	APPLE LIGHTNING TO U	5762296
PENNSYLVANIA TURNPIKE COMMISSION	700 S EISENHOWER BLVD	MIDDLETOWN	PA	17057-5529			APPLE	APPLE DIGITAL AV ADA	5780759
HOUSE OF REPRESENTATIVES	613 MAIN CAPITOL BUILDING	HARRISBURG	PA	17120-0022			APPLE	APPLE 12W USB PWR AD	5866101
HOUSE OF REPRESENTATIVES	613 MAIN CAPITOL BUILDING	HARRISBURG	PA	17120-0022			APPLECARE+	APPLECARE+ 2YR IPAD	5805540
PSERS	5 N 5TH ST FL 3	HARRISBURG	PA	17101-1905			APPLECARE+	APPLECARE+ 2YR IPAD	5805540
PSERS	5 N 5TH ST FL 3	HARRISBURG	PA	17101-1905			APPLECARE+	APPLECARE+ 2YR IPAD	5805540
PSERS	5 N 5TH ST FL 3	HARRISBURG	PA	17101-1905			APPLECARE+	APPLECARE+ 2YR IPAD	5805540
DEPT OF COMMUNITY & ECONOMIC DVLP	400 NORTH ST FL 4	HARRISBURG	PA	17120-2004			APPLE	APPLE TV 64GB	5870045
PENNSYLVANIA BUREAU OF HISTORIC SITES	400 NORTH ST	HARRISBURG	PA	17120-2011			APPLE	APPLE APPLE PENCIL	5870038
BUR OF STATE PARKS	400 MARKET ST FL 8 REXSB	HARRISBURG	PA	17103			APPLE	APPLE MAGIC KEYS	5888163
DEPARTMENT OF CORRECTIONS-BIT	1020 TECHNOLOGY PKWY FL 1	MECHANICSBURG	PA	17055-4507			APPLE	APPLE 12W USB PWR AD	5866101
DEPARTMENT OF CORRECTIONS-BIT	1020 TECHNOLOGY PKWY FL 1	MECHANICSBURG	PA	17055-4507			APPLE	APPLE LIGHTNING TO U	5762296
PA DEP - BUREAU OF INFORMATION TECH	400 MARKET STREET	HARRISBURG	PA	17101			APPLE	APPLE LIGHTNING DIGIT	5888163
PA DEP - BUREAU OF INFORMATION TECH	400 MARKET STREET	HARRISBURG	PA	17101			APPLE	APPLE LIGHTNING TO U	5804418
DEPT OF LABOR AND INDUSTRY	1875 NEW HOPE ST	NOBLESTOWN	PA	18601-3146			APPLE	APPLE LIGHTNING TO U	5804418
DLI BIVS- ALTOONA	1130 12TH AVE, SUITE 200	ALTOONA	PA	16601			APPLE	APPLE LIGHTNING TO U	5804418
DLI OVR-NEW CASTLE	100 MARGARET ST	NEW CASTLE	PA	16101			APPLE	APPLE LIGHTNING TO U	5804418
BU OF BLINDNESS & VISUAL SERVICE	LOVELL PLACE 4200	ERIE	PA	16503			APPLE	APPLE LIGHTNING TO U	5804418
BU OF BLINDNESS & VISUAL SVCE	LOVELL PLACE 4200	ERIE	PA	16503			APPLE	APPLE LIGHTNING TO U	5804418
OFFICE OF VACATIONAL REHABILITATION	1130 12TH AVE, 5TH FLOOR STE 500	ALTOONA	PA	16601			APPLE	APPLE LIGHTNING TO U	5804418
DLI OVR-NEW CASTLE	100 MARGARET ST	NEW CASTLE	PA	16101			APPLE	APPLE MAGIC KEYBOARD	5888166
PENNSYLVANIA LOTTERY	1300 PULLING MILL RD STE 1	MIDDLETOWN	PA	17057-3194			APPLE	APPLE LIGHTNING DIGIT	5888163
PENNSYLVANIA LOTTERY	1300 PULLING MILL RD STE 1	MIDDLETOWN	PA	17057-3194			APPLE	APPLE LIGHTNING DIGIT	5888163
DEPARTMENT OF TRANSPORTATION	4595 ADMIRAL PEARY HWY	EBENSBURG	PA	15931			APPLE	APPLE 3W USB PWR AD	2830509
DISTRICT 11-0	43 THOMAS RUN RD	BRIDGEVILLE	PA	15011-2834			APPLE	APPLE IPAD AIR 32GB	5192126
DISTRICT 11-0	43 THOMAS RUN RD	BRIDGEVILLE	PA	15011-2834			APPLE	APPLE IPAD AIR 32GB	5192126
COMMONWEALTH OF PA	400 NORTH ST FL 4	HARRISBURG	PA	17120-2008			APPLE	APPLE LIGHTNING DIGIT	5888163
DEPARTMENT OF TRANSPORTATION	4595 ADMIRAL PEARY HWY	EBENSBURG	PA	15931			APPLE	APPLE LIGHTNING TO U	5762296
OFFICE OF ADMINISTRATION	1 TECHNOLOGY PARK	HARRISBURG	PA	17110-2913			APPLE	APPLE IPAD PRO 12.9 W/L	5730047
PRPP-CENTRAL OFFICE	1101 S FRONT ST FL 5	HARRISBURG	PA	17104-2170			APPLE	APPLE IPAD PRO 12.9 W/L	5730047
OFFICE OF ADMINISTRATION	KEYSTONE BUILDING	HARRISBURG	PA	17120-0001			APPLE	APPLE IPAD PRO 9.7 32GB	4890963

SKU Number	Order Number	SRM/Peard Order	Purchase Order Issue Date (mm dd/yyyy)	Order Quantity	Order Value (\$--)	Requested Delivery Date (mm dd/yyyy)	Order Shipment Date (mm dd/yyyy)	Shipment Type (Partial/Full)	Order Delivery Date (mm dd/yyyy)	Order Shipped Correctly (Yes/No)
MD818LL/A	HMJH217	SRM	11/3/2016	3	47.64	11/3/2016	11/3/2016	Full Shipment	11/3/2016	Yes
MD818LL/A	HMVK304	SRM	11/15/2016	1	15.88	11/15/2016	11/15/2016	Full Shipment	11/15/2016	Yes
MD818AM/A	HMJH217	SRM	11/3/2016	2	47.64	11/3/2016	11/3/2016	Full Shipment	11/3/2016	Yes
MD818AM/A	HMVK304	SRM	11/15/2016	1	15.88	11/15/2016	11/15/2016	Full Shipment	11/15/2016	Yes
MD098AM/A	HMC0426	SRM	11/10/2016	1	32.68	11/10/2016	11/10/2016	Full Shipment	11/10/2016	Yes
MD818LL/A	IBPM786	SRM	11/21/2016	30	472.50	11/21/2016	11/21/2016	Full Shipment	11/21/2016	Yes
MD818AM/A	IBPM786	SRM	11/21/2016	30	474.00	11/21/2016	11/21/2016	Full Shipment	11/21/2016	Yes
S4738LL/A	HLFR611	SRM	10/14/2016	2	147.46	10/14/2016	10/14/2016	Full Shipment	10/14/2016	Yes
S4738LL/A	HNLV596	SRM	12/1/2016	1	73.73	12/1/2016	12/1/2016	Full Shipment	12/1/2016	Yes
S4738LL/A	HNXK233	SRM	12/12/2016	1	73.73	12/12/2016	12/12/2016	Full Shipment	12/12/2016	Yes
MLNCFLL/A	HLFC158	SRM	10/12/2016	1	187.55	10/12/2016	10/12/2016	Full Shipment	10/12/2016	Yes
MLGOCJAM/A	HLVY668	SRM	10/26/2016	3	270.78	10/26/2016	10/26/2016	Full Shipment	10/26/2016	Yes
MLARLL/A	HLPL141	SRM	12/19/2016	1	124.1	12/19/2016	12/19/2016	Full Shipment	12/19/2016	Yes
MD818AM/A	FL19499	SRM	10/3/2016	-2	(31.30)	10/3/2016	10/3/2016	Full Shipment	10/3/2016	Yes
MD818AM/A	FL19499	SRM	10/5/2016	-2	(31.60)	10/5/2016	10/5/2016	Full Shipment	10/5/2016	Yes
MD818AM/A	IBPHIT1	SRM	10/26/2016	2	82.24	10/26/2016	10/26/2016	Full Shipment	10/26/2016	Yes
MD818AM/A	IBPHIT1	SRM	10/26/2016	2	81.84	10/26/2016	10/26/2016	Full Shipment	10/26/2016	Yes
MD818AM/A	HP0W676	SRM	12/15/2016	1	40.92	12/15/2016	12/15/2016	Full Shipment	12/15/2016	Yes
MD818AM/A	HNZR862	SRM	12/9/2016	1	40.92	12/9/2016	12/9/2016	Full Shipment	12/9/2016	Yes
MD818AM/A	HP0W439	SRM	12/15/2016	6	245.52	12/15/2016	12/15/2016	Full Shipment	12/15/2016	Yes
MD818AM/A	HPFC655	SRM	12/12/2016	5	79.00	12/12/2016	12/12/2016	Full Shipment	12/12/2016	Yes
MD818AM/A	HNTO351	SRM	12/6/2016	2	81.84	12/6/2016	12/6/2016	Full Shipment	12/6/2016	Yes
MD818AM/A	HPCH678	SRM	12/13/2016	1	40.92	12/13/2016	12/13/2016	Full Shipment	12/13/2016	Yes
MLA23LL/A	HMCH171	SRM	10/28/2016	1	90.12	10/28/2016	10/28/2016	Full Shipment	10/28/2016	Yes
MD818AM/A	HMSP546	SRM	11/11/2016	1	41.10	11/11/2016	11/11/2016	Full Shipment	11/11/2016	Yes
MD818AM/A	HNTH547	SRM	12/6/2016	10	411.00	12/6/2016	12/6/2016	Full Shipment	12/6/2016	Yes
MD818LL/A	HLK6447	SRM	10/17/2016	6	94.38	10/17/2016	10/17/2016	Full Shipment	10/17/2016	Yes
MGTW2Z2C/A	HNFM479	SRM	11/22/2016	1	66.24	11/22/2016	11/22/2016	Full Shipment	11/22/2016	Yes
MGTW2Z2M/A	HNFM479	SRM	11/22/2016	1	22.62	11/22/2016	11/22/2016	Full Shipment	11/22/2016	Yes
MD818AM/A	HMCK8926	SRM	11/4/2016	3	123.30	11/4/2016	11/4/2016	Full Shipment	11/4/2016	Yes
MD818AM/A	HLK6447	SRM	10/17/2016	6	94.38	10/17/2016	10/17/2016	Full Shipment	10/17/2016	Yes
ML0GLL/A	HKWZ271	SRM	10/10/2016	1	70.23	10/10/2016	10/10/2016	Full Shipment	10/10/2016	Yes
ML0GLL/A	DZNX126	SRM	10/14/2016	-1	(79.00)	10/14/2016	10/14/2016	Full Shipment	10/14/2016	Yes
ML023AM/A	HKSP910	SRM	10/3/2016	1	140.42	10/3/2016	10/3/2016	Full Shipment	10/3/2016	Yes

Copy of PA IT Apple Quarterly Report 2016 Q4.xls [Compatibility Mode] - Microsoft Excel

Problem Report Date (mm/dd/yyyy)	Correction Date (mm/dd/yyyy)	Dead on Arrival (Yes/No)	Invoice Number	Invoice Date (mm/dd/yyyy)	Delivery Time	Delivery SLA met	Correction Time	Correction SLA met
		No	FVZ8947	11/3/2016	1	Yes		
		No	FZH1737	11/15/2016	1	Yes		
		No	FVZ8947	11/3/2016	1	Yes		
		No	FZH1737	11/15/2016	1	Yes		
		No	FXM6817	11/10/2016	1	Yes		
		No	GBN1258	11/21/2016	1	Yes		
		No	GBN1258	11/21/2016	1	Yes		
		No	FQW8179	10/14/2016	1	Yes		
		No	GD88334	12/1/2016	1	Yes		
		No	GGJ3939	12/12/2016	1	Yes		
		No	FQL4708	10/12/2016	1	Yes		
		No	FTK7015	10/26/2016	1	Yes		
		No	GHW5013	12/19/2016	1	Yes		
		No	FNZ6470	10/5/2016	1	Yes		
		No	FNZ6470	10/5/2016	1	Yes		
		No	FTK0666	10/26/2016	1	Yes		
		No	FTK0666	10/26/2016	1	Yes		
		No	GHK2218	12/15/2016	1	Yes		
		No	GDD4844	12/9/2016	1	Yes		
		No	GHF4593	12/15/2016	1	Yes		
		No	GGM9378	12/12/2016	1	Yes		
		No	GFH1286	12/6/2016	1	Yes		
		No	GGT7719	12/13/2016	1	Yes		
		No	FTX1335	10/28/2016	1	Yes		
		No	FXT4987	11/11/2016	1	Yes		
		No	GFG0095	12/6/2016	1	Yes		
		No	FRJ0363	10/17/2016	1	Yes		
		No	GBW5458	11/22/2016	1	Yes		
		No	GBW5458	11/22/2016	1	Yes		
		No	FWF9443	11/4/2016	1	Yes		
		No	FRJ0363	10/17/2016	1	Yes		
		No	FPT4164	10/10/2016	1	Yes		
		No	FQZ6237	10/14/2016	1	Yes		
		No	FNG7189	10/3/2016	1	Yes		

Problem & Response Tab

Copy of PA IT Apple Quarterly Report 2016 Q4.xls [Compatibility Mode] - Microsoft Excel

AGENCY INFORMATION					PERIPHERAL INFORMATION						
Agency	Street Address	City	State	Zip Code	Original Equipment Manufacturer	Description	Part Number	SKU Number	Serial Number	Service Tracking/ Ticket Number	Call Date (mm/dd/yyyy)

Outstanding Issues Report Tab

The screenshot shows the Microsoft Excel interface with the following elements:

- Ribbon:** File, Home, Insert, Page Layout, Formulas, Data, Review, View, Add-Ins, Acrobat.
- Page Layout Tab:** Themes, Colors, Fonts, Effects, Margins, Orientation, Size, Print Area, Breaks, Background, Print Titles, Width: Automatic, Height: Automatic, Scale: 100%, Gridlines, Headings, Bring Forward, Send Backward, Selection Pane, Align, Group, Rotate.
- Worksheet:** Columns A through H, Rows 1 through 15.
- Table Structure:**
 - Row 1: **AGENCY INFORMATION** (colspan 5, blue background) and **Outstanding Issue Summary** (colspan 3, red background).
 - Row 2: **Agency** (A2), **Street Address** (B2), **City** (C2), **State** (D2), **Zip Code** (E2).
 - Rows 3-15: Empty data rows for agency information.

Ryan W. O'Donnell

Objective

Driven to act as a trusted advisor, alleviate pain points, and grow relationships with the individuals I interact with daily.

Education

Quinnipiac University
Lender School of Business
Bachelor of Science in Business Management, January 2011

Work Experience

Senior Account Manager, State and Local Government
CDW, Connecticut

May 2011 – Present

- Responsible for growing business relationships with various employees across all Pennsylvania State agencies.
- Responsible for growing business relationships with all OEM partners, and coordinate onsite meeting with mutual customers.
- Responsible for engaging CDW Solution Architects and coordinating on site meetings/conference calls upon customer request.
- Responsible for a thorough understanding of CDW capabilities, available products/services, and available contracts to all Pennsylvania State Agencies.
- Coordinate with CDW Field Solution Specialists and CDW Category Specialists via joint sales calls and on-site assessments based on customer's specific needs

Other Qualifications:

Proficient in Microsoft Applications

Nicholas LaRocca

Objective

Assisting the Commonwealth in any way possible as a trusted advisor of CDW, to help them achieve their goals.

Education

Eastern Connecticut State University

Bachelor of Science in Business Administration, December 2007

Work Experience

**Account Manager, State and Local Government
CDW, Connecticut**

Jan 2013 – Present

- Understanding the needs and plans of my customers while helping them achieve their goals.
- Responsible for developing stronger relationships with decision makers at all state agencies as well as maintaining well established relationships.
- Responsible for engaging CDW Solution Architects & CDW Field Solution Specialists; coordinating on site meetings/conference calls upon customer request and needs.
- Having a full understanding of CDW products/services, and available contracts to all Pennsylvania State Agencies from CDW.
- To bring OEM partners to the decision makers and users when wanting to learn about a new technology or solutions.

Other Qualifications:

Proficient in Microsoft Applications

Erik Joss

Objective

I am a reliable and motivated individual seeking a sales position at CDW. Throughout my professional and academic career I've used my exemplary interpersonal communication skills to cultivate relationships. I believe my skillset will correspond wonderfully with the demands of an account manager. It is my intent to find a career in which I can flourish both financially and intellectually, it is my firm belief that I will fulfill both these intentions through attaining employment at CDW.

Education

Emmett O Brien Tech	Ansonia, CT	2006 -2010
University of Connecticut	Storrs, CT	2011 - 2015

Awards

High School:

- National Honor Society
- Honor Roll

College:

- Dean's List (2011 – 2015)
- 2013 New England Scholar recipient
- 2014 New England Scholar recipient
- Golden Key National Honor Society Member

Work Experience

Vazzy's Cucina

May 15, 2009—May 26, 2012
708 Bridgeport Ave, Shelton, Ct
Bartender– Responsibilities included training future employees in mixology, sales and customer relations. Collecting and analyzing liquor inventory data.

Fusion 25

August 10, 2012– June 1, 2013
123 Main Street, Newtown, Ct
Bar Manager– Responsibilities included interviewing, and hiring potential staff members. Creating weekly schedules and analyzing bar sales.

Buffalo Wild Wings

August 1, 2013 – December 2016
112 Buckland Street, Manchester, Ct
Server – Responsibilities include training new perspective employees and using interpersonal skills to cultivate relationships with clientele.

Hughes & Cronin Public Affairs

December 2014 – May 2015
700 Plaza Middlesex # 3, Middletown, CT 06457
Junior Lobbyist – Responsibilities include analyzing and synthesizing legislation, writing weekly updates to clients, and overviewing the Senate's activities.

CDWG Corporation

June 2015 – (Present)
2 Corporate Drive, Suite #800, Shelton CT 06484
Account Manager – Responsibilities include managing and facilitating IT solutions for the PA Commonwealth, partner relations, and contract capture.

Volunteer Work

I devoted my time to volunteer at a local shelter with underprivileged families.
June 2008– August 2008

References

Abby Owen
Manager at Vazzy's Cucina
(203) 414-7912

Carrie Daniels
Manger at Fusion 25
(203) 537-7340

Mike Guerra
General Manager - Buffalo Wild Wings
(860) 462 – 3375

Jean Cronin
CEO – Hughes and Cronin
(860) 347 – 9955

Mike Truncone
SLG Keystone Manager
(866) 769 - 8471

Alexa A. Sharrar

Harrisburg, PA 17112

Objective Driven to contribute people skills, sales expertise and customer relationship management to the Commonwealth of PA through CDW

Education Eastern University
Harrisburg, Pennsylvania
Master of Business Administration, April 2015

Indiana University of Pennsylvania
Indiana, Pennsylvania
Bachelor of Science, General Management, August 2008 - May 2012

Work Experience

Account Executive II, State and Local Government January 2017 – Present
CDW, Pennsylvania

- Responsible for developing business relationships within the various decision-makers and influencers at all levels at target state agencies
- Understand each target customer's business model, business objectives and identify technology needs
- Engage local vendor/partner field representatives, collaborating on sales efforts and partnerships with target accounts including uncovering new account opportunities
- Collaborate with the CDW inside Account Managers to develop, document and execute account penetration strategies for targeted accounts
- Identify new accounts and introduce the CDW value proposition to key decision makers within the account
- Coordinate with CDW Field Solution Specialists and CDW Category Specialists via joint sales calls and on-site assessments based on customer's specific needs

Account Manager, Government Services August 2015 – December 2016
TEKsystems Harrisburg, Pennsylvania

- Responsible for building the State Government Territory offering staff augmentation and Global Services within multiple state agencies within PA
- Trained and mentored a team of 2 assigned recruiters to effectively manage their pipeline candidates, activities and goals
- Manage a growing workforce of technical consultants employed within the Commonwealth of PA and select other clients
- Create and execute strategies to gain account intelligence and develop new business
- Provide customer service and relevant industry knowledge to current consultants and clients
- Generate sales leads by cold-calling prospective clients and set client meetings
- Understand client business and IT initiatives, as well as their specific technical and cultural

environments

**Technical Recruiter, Network Infrastructure Services
TEKsystems Harrisburg, Pennsylvania**

January 2015 – August 2015

- Developed recruiting strategies to identify qualified candidates by using various networking tools
- Communicate details of new assignments and manage contract employees while on assignment
- Partner with Account Managers to identify top accounts and target skill sets

**Member Service Representative
Heritage Valley Federal Credit Union, York, Pennsylvania**

January 2013 – January 2015

- Open and perform maintenance on all accounts, IRAs and Health Savings Accounts, process loan applications, business development, marketing research

**Director of Business Development
Blue Chip Federal Credit Union, Harrisburg, Pennsylvania**

June 2012 – January 2013

- Served as the primary liaison for Select Employee Groups, oversaw marketing plans and materials, planned events, and led all charitable functions

**Advertising Representative (College Internship)
The Penn, Indiana, Pennsylvania**

August 2011-May 2012

- Conducted meetings with clients to sell advertising space in the IUP School newspaper

Awards and Activities

**Harrisburg Chapter of Credit Unions Youth Ambassador, 2nd Place
Young Professionals Network for Credit Union – Prior Member
Toastmasters Member – Participant**

Michael C. Truncone

Objective: Obtain a challenging leadership position leveraging my skills in building partner/customer relationships and developing coworkers.

Education: **University of Connecticut, Storrs, CT**
Bachelor of Arts: Economics
Minor: Business Administration
May 2004

Work Experience:

Enterprise Rent A Car,
Management Internship Summer Program
May 2003-August 2003

CDWG, Shelton, CT

February 9, 2005- Present
Sales: Executive Account Manager

- Emerging Leader Program; completed projects include: coaching, building a successful team, operational decision making, and Aligning performance for Success.
- State captain for Pennsylvania responsible for partner relationships and managing state contracts.
- Managed CDWG's bid response on 5 PA state contracts, CDWG won award on all 5.
- Diligently works to develop our Partner relationships, holds weekly cadence with our partners Cisco, HP, and Lenovo which are all on contract with CDWG.
- 2010 State and Local Crystal award winner
- Demonstrates consistent sales growth throughout career. Over the last 5 years finished in the top 5 in SPI every year.
- Continuous growth in the field of information technology, maintenance of various certifications with large partners including HP, Netapp, EMC, Cisco, and MS.
- Project management for larger opportunities including a \$8m laptop rollout, \$2m server rollout, and a \$2m citywide UC upgrade.
- Excellent interpersonal skills. Communicating and messaging across a team of 12 individuals, through use of one on one interaction and team meetings.
- Works efficiently and effectively while coordinating and delegating within a large sales organization, evidenced by creation of a large network throughout leadership as well as all CDWG backbone departments.
- Coaching and developing coworkers over the last ten years; several have been in the top 10 in SPI.

References available upon request.

Yolanda L. Blomquist

Professional Experience:

CDW Government LLC, Chicago, IL

Deputy Program Manager (06/2008 – present)

- Run, format and submit reports for contracts within my portfolio. Supply internal customers and external customers with ad hoc reporting as needed.
- Respond to requests sent to the general mailbox regarding my contracts and questions that fall within my portfolio regions.
- Counsel and collaborate with other team members on questions and best practices.
- I created a tracker that our team decided to use for new and pending agreements. Tracker keeps an updated status of where the agreement is at in the signature process.
- Participate in RFP calls to provide guidance and suggestions on how to keep pricing and reporting within compliance.
- I created a tracker for the price lists that need to be updated in my portfolio and delegated out some of the contracts to team members.
- I performed an analysis of the last two audits for the WI Software contract to put in place a system that reviews the orders that are most likely to have overcharges on the annual audit which will result in decreasing our risk of overcharges on the audit.
- Took a leadership role in training the newest Contract Analyst on our team.

CDW Government LLC, Chicago, IL

Contract Analyst (04/2006 – 06/2008)

- Supported the sales team with the creation of new contracts and updates to existing contracts.
- Prepared and submitted reports on legal contracts. Provided ad hoc reporting as assigned.
- Supported sales team by responding to requests sent to the general team mailbox. Requests range from part additions to questions about a specific contract.
- Created premium pages for customers at the request of the sales team.
- Assisted in formatting and preparing price lists for upload to keep contracts in compliance.

CDW, Mettawa, IL

Contract Support Specialist (02/2003 – 04/2006)

- Assisted corporate sales team with updates to legal contracts and good faith pricing.
- Completed vendor applications requested by existing and potential customers.
 - Created a standard template to use in response to the growing number of vendor application requests.
- Created a cheat sheet for frequently used information and important numbers for the team to use as a reference.

Education:

Roosevelt University, Chicago, IL

B.A., Business Administration, Organizational Leadership, December 2013

Harold Washington College, Chicago, IL

A.A., Business Administration, May 2011

Organizational Chart



STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at www.dgs.state.pa.us, by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

All bidders must complete the following chart by listing the name of the manufacturer and the state (or foreign country) of manufacture for each item. If the item is domestically produced, the bidder must indicate the state in the United States where the item will be manufactured. **This chart must be completed and submitted with the bid or no later than two (2) business days after notification from the Department of General Services to furnish the information.** Failure to complete this chart **and provide the required information prior to the expiration of the second business day after notification shall** result in the rejection of the bid.

<u>ITEM NUMBER</u>	<u>NAME OF MANUFACTURER</u>	<u>STATE (OR FOREIGN COUNTRY) OF MANUFACTURE</u>
Latitude 5285	DELLEMC	China
Latitude 14 Rugged	DELLEMC	China
Latitude 12 Rugged	DELLEMC	China
Wyse 5060	DELLEMC	China
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█
█	█	█

BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

█
█
█

STATE OF MANUFACTURE CHART

THIS FORM MUST BE COMPLETED AND RETURNED WITH THE BID

The Reciprocal Limitations Act 146 requires the Department to give Pennsylvania resident bidders a preference against a non-resident bidder from any state that gives or requires a preference to bidders from that state. The amount of preference shall be equal to the amount of preference applied by the state of the non-resident bidder. More information on this Act, or how to claim preference, can be obtained at our internet site at www.dgs.state.pa.us, by faxing a request to 717 787 -0725, or by calling Vendor Services at 717 787-2199 or 4705.

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<u>ITEM NUMBER</u>	<u>NAME OF MANUFACTURER</u>	<u>STATE (OR FOREIGN COUNTRY) OF MANUFACTURE</u>
MK442LL/A	Apple	China
MGEN2LL/A	Apple	China
ME253LL/A	Apple	Texas
MLH82LL/A	Apple	China
MMGG2LL/A	Apple	China
Z0QM-2102433841	Apple	China
MLMY2LL/A	Apple	China
MGTX2LL/A	Apple	China
MK9N2LL/A	Apple	China
ME277LL/A	Apple	China
█	█	█

BIDDER'S RESIDENCY

A. In determining whether the bidder is a nonresident bidder from a state that gives or requires a preference to bidders from that state, the address given on the first page of this invitation for bid shall be used by the Department of General Services. If that address is incorrect, or if no address is given, the correct address should be provided in the space below:

Correct Address:

█
█
█

APPENDIX B
Domestic Workforce Utilization Certification

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, **Vice President, Government Sales of CDW Government LLC** an Illinois corporation or other legal entity, ("Contractor") located at **230 N. Milwaukee, Vernon Hills, IL 60061**, having a Social Security or Federal Identification Number of **36-4230110**, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

[XX] percent (Contractor must specify the percentage) of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: **[Use additional sheets if necessary]**

The Department of General Services **[or other purchasing agency]** shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:



Cindy Eadon/Sales Director Assistant
Printed Name/Title

CDW Government LLC



s Name

Signature/Date

Robert F. Kirby/Vice President, Government Sales
Printed Name/Title

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania's Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
[REDACTED]	
<i>By (Authorized Signature)</i>	
[REDACTED]	
<i>Printed Name and Title</i>	<i>Date Executed</i>
Robert F. Kirby, Vice President, Government Sales	February 13, 2017

OPTION #2 - EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

APPENDIX I, LOBBYING CERTIFICATION FORM

**Certification for Contracts, Grants, Loans, and
Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

SIGNATURE _____

TITLE: Vice President, Government Sales _____

DATE: February 13, 2017 _____

DISCLOSURE OF LOBBYING ACTIVITIES *
 Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
 (See reverse for public burden disclosure.)

Approved by OMB
 0348-0046

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: Prime _____ Subawardee _____ Tier _____, if known: _____ Congressional District, if known: _____		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): _____	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: ROBERT F. KIRBY, VP GOVERNMENT Telephone No.: 847-968-9898 Date: 2/13/2017	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

*Not Applicable

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES *

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

*Not Applicable



January 5, 2016

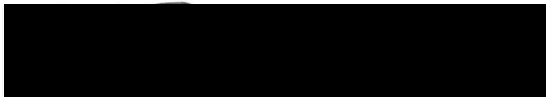
CDW LOGISTICS INC
200 N MILWAUKEE AVE
VERNON HILLS, IL 60061-1577
Contract ID: 3901

To Whom It May Concern:

Re: Authorized Status of CDW LOGISTICS INC CID# 3901

Please accept this letter as verification that CDW LOGISTICS INC is currently an Apple Authorized Reseller, which includes authorization to sell: APPLE CPU + IPOD + APPLETV + IPAD. CDW LOGISTICS INC's reseller authorization is valid through 04/30/17. Additionally CDW LOGISTICS INC is authorized as part of the Apple Government Reseller Program.

If there are any questions regarding their authorization, please email the US Contracts Operations team at contracts@apple.com.



US Contracts Operations
Apple Inc.

Apple Inc
US Contracts Operations
1 Infinite Loop, MS 318-6OPS
Cupertino, CA 95014
contracts@apple.com



01/31/2017

Commonwealth of PA January 25th, 2017
Bureau of IT Procurement
Attn: Raymond Jaime
613 North St.
Finance Building, Rm. 506
Harrisburg, PA 17120

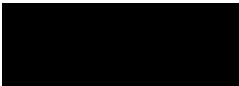
RE: Commonwealth of Pennsylvania – IT Hardware RFP 6100039046

To Whom It May Concern,

Pursuant to your request under Commonwealth of Pennsylvania IT Hardware RFP 6100039046, this letter is to certify that CDW Government LLC is a Dell authorized reseller participating in the Dell PartnerDirect Program. This relationship authorizes CDW Government LLC to resell Dell-branded products and services to the Commonwealth under IT Hardware RFP 6100039046 in accordance with the Dell Reseller Terms of Sale and the Dell PartnerDirect Program Terms and Conditions.

We look forward to doing business with you.

Warm regards,



Kevin Bromley
Contract Senior Advisor
Dell Legal, Global Commercial Channels

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

CDW Government LLC

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ 1,206,673
3 - General IT Peripherals		\$ 3,596,972
4 - Apple Devices		\$ 201,625

Commonwealth of Pennsylvania
 IT Hardware RFP
 Pricing Proposal Response Template
Lot 2: Tablet PCs, Rugged Devices, Non-Traditional Desktops, and Associated Services, Options, and Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.
 Note that the Commonwealth estimates that 80% of machines will be purchased and 20% will be leased, and cost totals are being calculated based on this assumption.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	600	\$ 533,806.45	\$ 150,031.64	\$ 683,838.09
Rugged Laptop	100	\$ 114,333.33	\$ 32,134.53	\$ 146,467.86
Rugged Tablet	100	\$ 144,666.67	\$ 40,666.01	\$ 185,332.68
Non-Traditional Desktops	144	\$ 127,590.40	\$ 35,860.56	\$ 163,450.96
Products - Total	944	\$ 920,397	\$ 258,687	\$ 1,179,084
Services - Total			\$	\$ 27,589.37
Product & Services - Grand Total				\$ 1,206,672.96

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Tablet, Rugged Devices, and Non-Traditional Desktops configurations below. Please provide a cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Offeror Name: CDW

Lot 2 - Tablets

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard tablet configuration below. Please provide a proposed cost for both purchase and leasing. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Standard Tablet		Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if higher
Input Requested	Proposal		
Historical Annual Volume	600		
Cost per Unit (Purchase)	\$ 1,112.30		
Annual Cost per Unit (4 year lease)	\$ 312.57		
Manufacturer	Dell		
Model Number	Latitude 5285		
Component	Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	x	
Processor Speed	1.5 GHz	x	
Operating System	Windows or Android	x	
(RAM)	2 GB	x	8GB
Storage	32GB	x	256GB
Sound	Analog stereo output	x	
Camera	Front and Rear Camera	x	
Smart Card Reader	SD	x	
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
Network Interface	802.11b/g/n integrated wireless	x	
Warranty	4 years	x	
Purchase Cost	\$ 533,806.45		
Lease Cost	\$ 150,031.64		
Total Cost	\$ 683,838.09		

Mid - Range Tablet		Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if higher
Input Requested	Proposal		
Historical Annual Volume	600		
Cost per Unit (Purchase)	\$ 1,373.62		
Annual Cost per Unit (4 year lease)	\$ 384.63		
Manufacturer	Dell		
Model Number	5290 2-in-1 Tablet		
Component	Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	x	3.6GHz
Processor Speed	1.2 GHz	x	
Operating System	Windows or Android	x	
(RAM)	8 GB	x	
Storage	256 GB	x	
Sound	Analog stereo output	x	
Camera	Front and Rear Camera	x	
Smart Card Reader	SD	x	
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
Network Interface	802.11b/g/n integrated wireless	x	
Warranty	4 years	x	
Purchase Cost	\$ 639,361.60		
Lease Cost	\$ 184,622.40		
Total Cost	\$ 843,984.00		

High - End Tablet		Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if higher
Input Requested	Proposal		
Historical Annual Volume	600		
Cost per Unit (Purchase)	\$ 1,860.12		
Annual Cost per Unit (4 year lease)	\$ 520.85		
Manufacturer	Dell		
Model Number	7390 2-in-1		
Component	Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	x	
Processor Speed	2.2 GHz	x	3.9 GHz
Operating System	Windows or Android	x	
(RAM)	16 GB	x	
Storage	512GB	x	
Sound	Analog stereo output	x	
Camera	Front and Rear Camera	x	
Smart Card Reader	SD	x	
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
Network Interface	802.11b/g/n integrated wireless	x	
Warranty	4 years	x	
Purchase Cost	\$ 892,861.60		
Lease Cost	\$ 250,008.00		
Total Cost	\$ 1,142,869.60		

Lot 2 - Rugged Devices

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard rugged device configurations below. Please provide a proposed cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Rugged Laptop			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	100		
Cost per Unit (Purchase)	\$ 1,429.17		
Annual Cost per Unit (4 year lease)	\$ 401.68		
Manufacturer	Dell		
Model Number	Latitude 14 Rugged 5414		
Component	Rugged Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i5	x	
Processor Speed	2.4 GHz	x	
Operating System	Windows 10 64 Bit Pro with option to downgrade to 7	Windows 10 Pro	
(RAM)	8 GB	x	
Hard Drive	320 GB	x	500GB
Screen Size	13.1 Inch	x	
Camera	Integrated	x	
Optical Drive	16X DVD R/W	x (external)	
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station	x	
Certification	Mil-Std 810G Certified	x	
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
Network Interface	802.11b/g/n integrated wireless	x	
Warranty	4 years; Keep Your Hard Drive	x	
Purchase Cost	\$ 114,333.33		
Lease Cost	\$ 32,134.53		
Total Cost	\$ 146,467.86		

Rugged Tablet			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	100		
Cost per Unit (Purchase)	\$ 1,808.33		
Annual Cost per Unit (4 year lease)	\$ 508.25		
Manufacturer	Dell		
Model Number	Latitude 12 Rugged Tablet		
Component	Rugged Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	no, Dual Core	
Processor Speed	1.5 GHz	x	2.90 GHz
Operating System	Android / Windows	x Windows	
(RAM)	2 GB	x	8GB
Storage	16 GB	x	128GB
Screen Size	7 Inch	x	11.6"
Camera	Integrated	x	
Optical Drive	N/A	x	
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station	x	
Certification	Mil-Std 810G Certified	x	
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
Network Interface	802.11b/g/n integrated wireless	x	
Warranty	4 years	x	4 years Keep Your Hard Drive, 1yr Extended Battery Service for year 2 of System life
Purchase Cost	\$ 144,666.67		
Lease Cost	\$ 40,660.01		
Total Cost	\$ 185,326.68		

Lot 2 - Non-Traditional Desktops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard non-traditional desktop configuration below. Please provide a proposed cost for both purchase and leasing. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Non-Traditional Desktop			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	144		
Cost per Unit (Purchase)	\$ 1,107.56		
Annual Cost per Unit (4 year lease)	\$ 311.29		
Manufacturer	Dell		
Model Number	Wyse 5060		
Component	Non-Traditional Desktops Minimum Requirements		
Processor (CPU) Type	Intel Core i5	x	
Processor Speed	2.4 GHz	x	
(RAM)	1 GB	x	4GB
Hard Drive	16GB	x	128GB
Mouse	USB optical mouse with scroll	x	
Keyboard	USB keyboard	x	
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
Network Interface	10/100/1000 BASE-T Ethernet	x	
USB Ports	2	x	4 x USB 2.0, 2 x USB 3.0
DVI Ports	1	x	qty 2, Display ports
Warranty	4 years	x	
Purchase Cost	\$ 127,590.40		
Lease Cost	\$ 35,860.56		
Total Cost	\$ 163,450.96		

Commonwealth of Pennsylvania
 IT Hardware RFP
 Cost Proposal Response Template
Lot 3: General IT Peripherals & Small MFDs

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.

Device	Total Cost
General IT Peripherals	\$ 3,507,501.53
Segment 1 MFD	\$ 3,909.60
Segment 2 MFD	\$ 41,216.40
Segment 3 MFD	\$ 23,865.75
Segment 4 MFD	\$ 19,869.00
Grand Total	\$ 3,596,972.28

Offeror Name: **CDW Government LLC**

Lot 3 - General IT Peripherals

Markup by Manufacturer

Instructions: Please provide one markup on your cost basis for the Manufacturers listed below - this pricing will apply to all items. In the maximum markup box, please provide the highest potential markup for all other Manufacturers (not listed). Only Offerors capable of providing 30% of the manufacturers listed may submit a proposal for Lot 3.

Maximum Markup for all other Manufacturers (NOT LISTED)	5.00%
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Markup for Manufacturers Listed Below	4.00%
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#	Top Manufacturer	Historical Annual Spend (\$)	Markup %
1	CHECKPOINT	\$ 2,828,369	4.00%
2	HP INC	\$ 1,683,665	4.00%
3	POLYCOM	\$ 847,018	4.00%
4	DELL	\$ 752,783	4.00%
5	CERTIFIED POWER	\$ 726,173	4.00%
6	IBM	\$ 705,665	4.00%
7	FUJITSU	\$ 651,427	4.00%
8	HAVIS	\$ 425,198	4.00%
9	SOURCE TECHNOLOGIES	\$ 385,490	4.00%
10	APC	\$ 423,903	4.00%
11	NIKON	\$ 227,007	4.00%
12	MULTITECH SYSTEMS	\$ 225,575	4.00%
13	FS NETWORKS	\$ 200,407	4.00%
14	MICROSOFT	\$ 192,639	4.00%

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 3: General IT Peripherals & Small MFDs

Market Basket

Instructions: Please provide the unit cost for each item below. The Commonwealth's unit price, inclusive of the markup provided above, will be calculated automatically. Additionally, please indicate if any item has been discontinued - only items proposed on by all Offerors will be evaluated. The volume provided is the historical annual volume and will be used for evaluation purposes. Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined.

#	Manufacturer	Manufacturer Part #	Part Description	Alternative Manufacturer Part # (if applicable)	Alternative Part Description (if applicable)	Historical Annual Volume	Per Unit Cost	Commonwealth Price (automatically calculated)	Total Cost
1	CHECKPOINT	CPAC-TR-15X-SSM160-SFP	SFP transceiver for 1G fiber port—short range (1000Base-SX) for CPAC-SSM160			26	234.00	243.36	6,327.36
2	CHECKPOINT	CPAC-TR-105R-SSM160-SFP+	CPAC TR 105R CheckPoint 10Gbps 10GBase LR SFP+ Transceiver			24	468.00	486.72	11,681.28
3	CHECKPOINT	CPAC-TR-15XSSM160SFP	SFP (mini-GBIIC) Module - For Data Networking, Optical Network - 1 x 1000Base-SR1 Gbit/s			18	234.00	243.36	4,380.48
4	CHECKPOINT	CPACHDD2TBSM22530503	Check Point 2TB Internal Hard Drive			12	1,216.80	1,265.47	15,185.66
5	CHECKPOINT	CPAC-TR-105R-R	Check Point SFP Transceiver for 10GB fiber short range (10G Base SR)			5	374.80	389.38	1,946.98
6	HP-INC	CZ0384	HP COMMON USB PROXIMITY READER			678	140.29	145.90	98,921.28
7	HP-INC	L2751A8BGJ	Scanjet 5000 i3 Sheetfed Scanner - 600 dpi Optical 48-bit Color - Duplex Scanning - USB	L2755A8BGJ	HP SCANJET ENT FLOW 5000 S4	92	637.37	662.86	60,983.56
8	HP-INC	L2730B8BGJ	HP Scanjet E1 Flow 7000 i2 Shtfd scanner			48	995.56	1,035.38	49,698.36
9	HP-INC	F3W43AA	HP DP TO HDMI 1.4 ADAPTER			42	377.69	392.80	16,497.50
10	HP-INC	T3V74AA	HP ELITE USB-C DOCKING STATION			13	668.47	698.47	12,580.09
11	POLYCOM	7200-64270-001	RealPresence Group 700-720p with EagleEye IV 12x Camera - video con			11	4,589.23	4,773.32	52,053.15
12	POLYCOM	7200-23130-001	HDX 7000 Video Conferencing Kit	7200-64250-001	RealPresence Group 500	15	5,444.46	5,662.23	84,933.51
13	POLYCOM	VRMx2720HDR	RMx 2000 Multimedia Conferencing Platform	RPCS1810-020	RP Collaboration Server 1800 IP only	1	52,131.30	54,216.55	54,216.55
14	POLYCOM	7200-63530-001	RealPresence 300 Video Conference Kit	7200-65320-001	RealPresence Group 310	35	1,484.51	1,543.89	54,035.98
15	POLYCOM	7200-29025-001	POLYCOM VIDEO HDX 6600 HD CODEC EGL	7200-65320-001	RealPresence Group 310	11	1,649.45	1,715.43	18,869.71
16	DELL	312-1325	DELL 97WHR 9 CELL LIT ION BATTERY			370	116.75	121.42	44,935.40
17	DELL	331-7950	Dell E-Port, 240W Simple Port Replicator, Usb3.0, Dell Mobile Precision, Customer Kit			197	132.32	137.61	27,109.72
18	DELL	59-PSPMC	Dell 4hr 7X24 + Prosupport Mission Critical - Poweredge T300			1	-	-	-
19	DELL	312-1304	DELL 76WHR 9 CELL LIT ION BATTERY			52	116.75	121.42	6,313.84
20	DELL	E23164	DELL E23164 23" 16:9 1080 LED SMS			47	130.86	136.09	6,396.44
21	CERTIFIED POWER	ANPB-1HRA	3-INCH PENTA-BAND ANTENNA			759	33.00	34.32	26,048.88
22	CERTIFIED POWER	SG07040078-001-A	Freedom ATS, Non-Wi-Fi, GPS Receiver			759	1,300.00	1,352.00	1,026,168.00
23	CERTIFIED POWER	SG07050936	HARNES DB9 MALE TO FEMALE EXTENSION 20FT.THUMB SCREWS			759	40.00	41.60	31,574.40
24	IBM	606-40503	TransCentra Company ImageTrac 6400 - Straight Path 3 Pockets			3	135,000.00	140,400.00	421,200.00
25	FUJITSU	PA03670-8505	Fujitsu P-7280 Sheetfed/Flatbed Scanner - 600 dpi Optical			303	1,784.64	1,856.03	562,375.76
26	FUJITSU	PA03670-8005	Fujitsu Fi-7180 Sheetfed Scanner - 600 dpi Optical - 24-bit Color - 8-bit Grayscale - USB			68	1,358.28	1,412.61	96,057.56
27	FUJITSU	PA03540-0001	Fujitsu Scanner Brake Roller			13	24.88	25.88	336.38
28	FUJITSU	PA03656-8005	Fujitsu ScanSnap iX500 Sheetfed Scanner - USB	PA03670-8505	FUJITSU SCANSNAP iX500 600DPI SCAN	7	405.63	421.86	2,952.99
29	FUJITSU	FP08P404AP	Fujitsu High Capacity Main Lithium Ion Battery - Lithium Ion (Li-ion)			5	120.74	125.57	627.85
30	HAVIS	DS-DELL-602-2	Docking Station 600 Series DS-DELL-602-2 with Dual Pass-through Antenna & Power Supply			839	1.00	1.04	872.56
31	HAVIS	C-DMM-123	HAVIS DASH MON MOUNT F/FORD POLICE			4	231.59	240.85	963.41
32	SOURCE TECHNOLOGIES	ST1-2040654	MICR Toner Cartridge for ST9730; Yield: 17k			156	305.94	318.18	49,635.60
33	SOURCE TECHNOLOGIES	Y101-0000010	Laser Printer, capacity: 650 sheets, 1200 x 1200 dpi, up to 55 ppm			156	1,379.70	1,434.89	223,842.53
34	SOURCE TECHNOLOGIES	8101-0000000	SOURCE TECH SECURE MICR ST9715			91	451.86	469.93	42,763.79
35	APC	SMARTUPS 11500VA	APC SMARTUPS 11500VA			73	570.80	593.63	43,334.98
36	APC	AP9630	APC UPS NETWORK MANAGEMENT CARD 2			108	229.70	238.89	25,799.90
37	APC	SMT2200RM2U	APC SMARTUPS 2200VA RM 2ULCD 120V			24	930.42	967.64	23,223.28
38	APC	SMT3000RM2U	APC SMARTUPS 3000VA RM2U LCD 120V			12	1,110.37	1,154.78	13,857.42
39	APC	SMT3000RM2U	APC Smart-ups SMT3000RM2U 3000			1	1,110.37	1,154.78	1,154.78
40	NIKON	1548	Nikon D750 24.3 Megapixel Digital SLR Camera with Lens - 24 mm - 120 mm			57	1.00	1.04	59.28
41	NIKON	4815-NIK	Nikon SB-5000 AF Speedlight			57	635.00	639.60	36,457.20
42	NIKON	2177	Nikon 60mm f/2.8G ED AF-S Micro-Nikkor Lens - 1x - 60mm - f/2.8			57	615.00	639.60	36,457.20
43	NIKON	26491	Nikon COOLPIX AW130 Waterproof Digital Camera (Black)			17	319.00	331.76	5,639.92
44	NIKON	NI081024120D	Nikon D810 DSLR Camera with 24-120mm Lens Deluxe Kit			1	3,555.00	3,697.20	3,697.20
45	MULTITECH SYSTEMS	CAB-9-0	Serial extension cable - 6 ft. - PC			759	4.89	5.09	3,859.97
46	MULTITECH SYSTEMS	FR-532-DC	Fused DC Power Cable Power cable - PC			759	6.07	6.31	4,791.42
47	MULTITECH SYSTEMS	MTC-C2-806-N3	MultiConnect Cell 100 Series MTC-C2-806-N3 1xRTT Modem (RS-232) w/o Accessories			759	86.64	90.10	68,386.20
48	F5 NETWORKS	F5-BIG-LTM-4000S	F5 BIG IP Local Traffic Manager 4000S - Load balancing device			5	19,346.25	20,120.10	100,600.50
49	F5 NETWORKS	F5-UPG-SFP+-R	ProLine F5 UPG SFP+ R Compatible 10GBASE SR MMF LC 850NM 300M SFP+			4	1,367.52	1,422.22	5,688.88
50	F5 NETWORKS	F5UPGAC400W4000	Networking BltP Single AC Power Supply for 4200V 4000S 4000W Field Upgrade			3	1,282.05	1,333.33	4,000.00
51	MICROSOFT	SWH-00002	MSH FB LIFECAM STUDIO WEBCAM USB			48	59.08	61.44	2,949.27
52	MICROSOFT	PSX-00002	MS SURFACE ARC TOUCH MOUSE F/SURFACE			32	53.94	56.10	1,795.12
53	MICROSOFT	3QM-00001	MS SURFACE PRO 3 DOCK STATION			8	143.86	149.61	1,196.92
54	MICROSOFT	T4H-00002	MSH FB LIFECAM HD-3000 WEBCAM USB			42	23.13	24.06	1,010.32
55	MICROSOFT	M92-00001	MS SURFACE 3 DOCKING STATION			7	144.96	150.76	1,055.31
Total For Evaluation									3,507,501.53

Commonwealth of Pennsylvania
 IT Hardware RFP
 Cost Proposal Response Template
 Lot 3: General IT Peripherals & Small MFDs

Lot 3 - Small MFDs

Instructions for Offerors: Small multifunctional devices (MFDs) are included as a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out in are those in orange. The requirements listed below are minimum requirements for all MFD models. Please take this information into account when providing model types further below.

MFD Minimum Requirements	
Volume, Capability, and Speed	
Laser or equivalent technology	Mandatory
Printed pages able to be copied, scanned, faxed, or overprinted immediately with no damage to original	Mandatory
Black and White Printing	Mandatory
Black and White Copying	Mandatory
Black and White Scanning	Mandatory
Color Scanning	Mandatory
Black and White Faxing	Mandatory
Fax option provides programmable distribution lists	Mandatory
Time between Standby Mode to first page being being faxed must be 40 seconds or less	Mandatory
50 Sheets Automatic Document Feeder Capacity	Mandatory
Automatic Duplex Printing	Mandatory
Automatic Duplex Copying	Mandatory
Job Queuing	Mandatory
Functional concurrency	Mandatory
Media Sizes, Types, and Trays	
Standard 8.5 x 11 inch Media	Mandatory
Standard 8.5 x 14 inch Media	Mandatory
LaserJet paper	Mandatory
Multipurpose paper	Mandatory
Maximum of 50% recycled material in paper without adversely affecting functionality or uptime	Mandatory
Standard envelope media	Mandatory
Minimum Paper Input Capacity	500 sheets
Memory and Storage	
Minimum Standard Memory	64MB
110 Pages Fax Memory	Mandatory
Compatibility and Connectivity	
Common user interface within each lot	Mandatory
LDAP Authentication	Mandatory
Windows XP client operating system	Mandatory
Windows 7 client operating system	Mandatory
Windows 8 client operating system upgradability if not currently available	Mandatory
Windows 10 client operating system	Mandatory
Windows 2003 R2 server operating system	Mandatory
Windows 2008 R2 server operating system	Mandatory
Print Drivers compatible with SAP	Mandatory
32 bit and 64 bit drivers	Mandatory
WHQL drivers for Windows XP and Windows 2003 Server operating systems	Mandatory
Ethernet 100Mbps Full Duplex connections	Mandatory
USB interface	Mandatory
Internal NIC card	Mandatory
Wake-On-LAN-enabled NIC cards disabled or protected with hardened password	Mandatory
TCP/IP Protocol (not direct TCP/IP printing)	Mandatory
Static IP Assignment	Mandatory
IPv6 Compatible	Mandatory
Print Quality	
600 by 600 dpi Minimum Print Quality Black	Mandatory
600 by 600 dpi Minimum Copy Quality Black	Mandatory
600 dpi Minimum Scan Resolution	Mandatory
Copier Reduction/Enlarge Range 25-400%	Mandatory
Digital Output	
Select file format at device	Mandatory
pdf Format	Mandatory
JPG format	Mandatory
TIFF format	Mandatory
Output to email	Mandatory
Output to FTP	Mandatory
Output to USB memory	Mandatory
Output to network file	Mandatory
Output to shared folders	Mandatory
Memory and Storage	
Minimum Memory Expandable to	512MB
Equipment Requirements	
Energy Star compliant.	Mandatory
Devices shall not emit ozone in excess of 0.02 mg/m3	Mandatory
Devices shall not emit dust in excess of 0.25 mg/m3	Mandatory
Devices shall not emit styrene in excess of 0.11 mg/m3	Mandatory
Printer Management Features	
Remote Management via Web Interface	Mandatory

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 4: Apple Devices - Apple Desktops, Laptops, iPads, and Associated Services, Options, & Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.
Note that the Commonwealth estimates that 50% of machines will be purchased and 50% will be leased, and cost entries are based on the lowest bid for the equipment.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Mac	4	4,039.71	1,129.83	5,169.54
Mac Mini	1	1,087.47	305.96	1,393.43
Mac Pro	11	24,187.70	7,185.56	31,373.26
MacBook	2	2,320.14	709.39	3,029.53
MacBook Air	2	3,870.51	1,151.87	5,022.38
MacBook Pro	10	12,734.80	3,579.26	16,314.06
iPad Pro	2	3,222.01	968.49	4,190.50
iPad Air 2	124	47,264.81	14,283.87	61,548.68
iPad Mini 4	85	31,138.89	9,341.66	40,480.55
iPad Mini 2	2	425.87	129.29	555.16
Products - Total	201	124,056.91	36,083.99	160,140.90
Services - Total				37,896.98
Product & Services - Grand Total				198,037.88

Officer Name: **CDW**

Instructions: The Commonwealth of Pennsylvania has outlined its standard Apple desktop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Provided, if applicable.

Lot 4 - Apple Desktops

Item	Requirement	Confirmation that your spec meets this minimum requirement (Y/N)	Actual Spec Provided, if applicable
Item Description	Apple		
Historical Annual Volume	4		
Cost per Unit (Purchase)	\$ 1,256.62		
Annual Cost per Unit (4 year lease)	\$ 393.82		
Manufacturer	Apple		
Model Number	MP442LL/A		
Component	Mac Pro Minimum Requirement		
Processor (CPU) Type	Intel® Core™ i5-2 2.8 GHz CPU or equal	X	Intel® Core™ i5-2 2.8 GHz CPU or equal
Operating System	OS X (El Capitan)	X	OS X (El Capitan)
RAM	8GB of 1867MHz LPDDR3 onboard memory	X	8GB of 1867MHz LPDDR3 onboard memory
Hard Drive	1TB (14400-rpm) hard drive	X	1TB (14400-rpm) hard drive
Display	13.3-inch (diagonal) LED-backlit display	X	13.3-inch (diagonal) LED-backlit display
Display/Graphics Technology	Intel Iris Pro Graphics 6200	X	Intel Iris Pro Graphics 6200
Sound	Integrated headphone and stereo speaker	X	Apple stereo output
Speakers	None	X	Integrated headphone and stereo speaker jacks
Optical Drive 1	Not included	X	Not included
Mouse	Multi-Touch Mouse 2 (Wireless)	X	Multi-Touch Mouse 2 (Wireless)
Keyboard	Multi-Touch Keyboard (Wireless)	X	Multi-Touch Keyboard (Wireless)
Smart Card Reader	Not included	X	Not included
Network Interface	10/100/1000BASE-T Gigabit Ethernet (RJ-45)	X	10/100/1000BASE-T Gigabit Ethernet (RJ-45)
USB Ports	4	X	4 USB ports
DVI Ports	0	X	0 DVI ports
VGA Ports	0	X	0 VGA ports
Display Port	0	X	0 Display Port
HDMI	0	X	0 HDMI port
Slots	None	X	None
Platform Integrity	Not included	X	Not included
Energy Star	EPAC	X	Meets ENERGY STAR v. 3.1 requirements
Service SLA Commitment	Yes	X	Business SLA Commitment
Warranty	1 Year Limited Warranty	X	3 Year Parts & Labor 90 Days Tech Support
Purchase Cost	\$ 1,256.62		
Lease Cost	\$ 393.82		
Total Cost	\$ 1,650.44		

Item	Requirement	Confirmation that your spec meets this minimum requirement (Y/N)	Actual Spec Provided, if applicable
Item Description	Apple		
Historical Annual Volume	11		
Cost per Unit (Purchase)	\$ 2,191.71		
Annual Cost per Unit (4 year lease)	\$ 657.51		
Manufacturer	Apple		
Model Number	MP442LL/A		
Component	Mac Mini Minimum Requirement		
Processor (CPU) Type	2.8GHz dual-core Intel Core i5 or equal	X	2.8GHz dual-core Intel Core i5
Operating System	OS X (El Capitan)	X	OS X (El Capitan)
RAM	8GB of 1867MHz LPDDR3 memory	X	8GB of 1867MHz LPDDR3 memory
Hard Drive	1TB (14400-rpm) hard drive	X	1TB (14400-rpm) hard drive
Display	Not included	X	Not included
Display/Graphics Technology	Intel Iris Graphics	X	Intel Iris Graphics
Sound	Integrated headphone and stereo speaker	X	Apple stereo output
Speakers	None	X	Integrated headphone and stereo speaker jacks
Optical Drive 1	Not included	X	Not included
Mouse	Not included	X	Not included
Keyboard	Not included	X	Not included
Smart Card Reader	Not included	X	Not included
Network Interface	10/100/1000BASE-T Gigabit Ethernet (RJ-45)	X	10/100/1000BASE-T Gigabit Ethernet (RJ-45)
USB Ports	4	X	Four USB 3 ports (up to 2 shared)
DVI Ports	0	X	0 DVI ports
VGA Ports	0	X	0 VGA ports
Display Port	0	X	0 Display Port
HDMI	0	X	0 HDMI port
Slots	None	X	None
Platform Integrity	Not included	X	Not included
Energy Star	Meets ENERGY STAR v. 3.1 requirements	X	Meets ENERGY STAR v. 3.1 requirements
Service SLA Commitment	Yes	X	Business SLA Commitment
Warranty	1 Year Limited Warranty	X	3 Year Parts & Labor 90 Days Tech Support
Purchase Cost	\$ 2,191.71		
Lease Cost	\$ 657.51		
Total Cost	\$ 2,849.22		

Item	Requirement	Confirmation that your spec meets this minimum requirement (Y/N)	Actual Spec Provided, if applicable
Item Description	Apple		
Historical Annual Volume	11		
Cost per Unit (Purchase)	\$ 2,850.62		
Annual Cost per Unit (4 year lease)	\$ 855.16		
Manufacturer	Apple		
Model Number	MP2020LL/A		
Component	Mac Pro Minimum Requirement		
Processor (CPU) Type	3.2GHz Quad-Core Intel Xeon E5 or equal	X	3.2GHz Quad-Core Intel Xeon E5 or equal
Operating System	OS X (El Capitan)	X	OS X (El Capitan)
RAM	12GB (three 4GB) of 1866MHz DDR3 ECC memory	X	12GB (three 4GB) of 1866MHz DDR3 ECC memory
Hard Drive	2TB (7200 RPM) hard drive	X	2TB (7200 RPM) hard drive
Display	Not included	X	Not included
Display/Graphics Technology	Dual AMD FirePro D300 graphics processors with 2GB of GDDR5 memory each	X	Dual AMD FirePro D300 graphics processors with 2GB of GDDR5 memory each
Sound	Apple stereo output	X	Apple stereo output
Speakers	Integrated headphone and stereo speaker jacks	X	Integrated headphone and stereo speaker jacks
Optical Drive 1	Not included	X	Not included
Mouse	Not included	X	Not included
Keyboard	Not included	X	Not included
Smart Card Reader	Not included	X	Not included
Network Interface	Dual Gigabit Ethernet ports	X	Dual Gigabit Ethernet ports
USB Ports	4	X	4 USB Ports
DVI Ports	0	X	0 DVI Ports
VGA Ports	0	X	0 VGA Ports
Display Port	0	X	0 Display Port
HDMI	1	X	1 HDMI port supports multichannel audio output
Slots	0	X	0
Platform Integrity	Not included	X	Not included
Energy Star	Meets ENERGY STAR v. 3.1 requirements	X	Meets ENERGY STAR v. 3.1 requirements
Service SLA Commitment	Yes	X	Business SLA Commitment
Warranty	1 Year Limited Warranty	X	3 Year Parts & Labor 90 Days Tech Support
Purchase Cost	\$ 2,850.62		
Lease Cost	\$ 855.16		
Total Cost	\$ 3,705.78		

Lot 4 - Apple Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple laptop configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

MacBook			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	7		
Cost per unit (Purchase)	\$ 1,175.00		
Annual Cost per Unit (4 year lease)	\$ 483.00		
Manufacturer	Apple		
Model Number	MR2282/LL/A		
Processor (CPU) Type	1.4GHz dual-core Intel Core i5 or equal	X	1.4GHz Intel Core i5 (Intel Core i5 or equal)
Operating System	OS X El Capitan	X	OS X El Capitan
RAM	8GB of 1866MHz LPDDR3 onboard memory	X	8GB of 1866MHz LPDDR3 onboard memory
Hard Drive	512GB PCIe-based onboard flash storage	X	512GB PCIe-based onboard flash storage
Display/Graphics Technology	Intel HD Graphics 510 or equal	X	Intel HD Graphics 510
Display	13-inch Retina LED-backlit display with IPS technology	X	13.3-inch (diagonal) LED-backlit display with IPS technology
Display Resolution	2560 by 1440	X	2560 by 1440
Sound	Two-speaker system with stereo speakers	X	Two-speaker system with stereo speakers
Speakers	Integrated Stereo (Built-in stereo speakers)	X	Integrated Stereo (Built-in stereo speakers)
Optical Drive	None	X	None
Mouse	Force Touch Trackpad	X	Force Touch Trackpad
Keyboard	Integrated	X	Full-size keyboard with 78 (U.S.) or 79 (ISO) keys, including 12 function keys and 4 arrow keys (Inverted "T" arrangement) with ambient light sensor
Webcam	720p FaceTime HD camera	X	720p FaceTime HD camera
Microphone	Two-microphone system	X	Two-microphone system
Network Interface	None	X	802.11ac Wi-Fi wireless networking
Bluetooth	Bluetooth 4.0 (integrated)	X	Bluetooth 4.0 (integrated)
Ports	1 USB-C Port	X	Two Thunderbolt 2 ports (up to 20 Gbps), Two USB-A ports (up to 5 Gbps), 3.5mm headphone jack
Smart Card Reader	None	X	None
Platform Integrity	TPM Not Included	X	TPM Not Included
Energy Star	Must Meet Current Energy Star	X	Must Meet Current Energy Star
Section 508 Compliance	Yes	X	Meets ENERGY STAR v.1 requirements
Warranty	1 Year Limited Warranty	X	1 Year Parts & Labor 90 Days Tech Support
Weight	Less than 3 pounds	X	2.98 pounds (U.S. lbs)
Hardware Cost	\$ 1,175.00		
Lease Cost	\$ 483.00		
Total Cost	\$ 1,658.00		

MacBook Air			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	7		
Cost per unit (Purchase)	\$ 1,180.00		
Annual Cost per Unit (4 year lease)	\$ 486.00		
Manufacturer	Apple		
Model Number	MR2282/LL/A		
Processor (CPU) Type	1.4GHz dual-core Intel Core i5 processor or equal	X	1.4GHz Intel Core i5 (Intel Core i5 or equal)
Operating System	OS X El Capitan	X	OS X El Capitan
RAM	8GB of 1866MHz LPDDR3 onboard memory	X	8GB of 1866MHz LPDDR3 onboard memory
Hard Drive	256GB PCIe-based flash storage	X	256GB PCIe-based flash storage
Display/Graphics Technology	Intel HD Graphics 510 or equal	X	Intel HD Graphics 510 or equal
Display	13.3-inch (diagonal) LED-backlit display	X	13.3-inch (diagonal) LED-backlit display
Display Resolution	2560 by 1440	X	2560 by 1440
Sound	Two-speaker system with stereo speakers	X	Two-speaker system with stereo speakers
Speakers	Integrated Stereo (Built-in stereo speakers)	X	Integrated Stereo (Built-in stereo speakers)
Optical Drive	None	X	None
Mouse	Force Touch Trackpad	X	Force Touch Trackpad
Keyboard	Integrated	X	Full-size backlit keyboard with 78 (U.S.) or 79 (ISO) keys, including 12 function keys and 4 arrow keys (Inverted "T" arrangement) with ambient light sensor
Webcam	720p FaceTime HD camera	X	720p FaceTime HD camera
Microphone	Two-microphone system	X	Two-microphone system
Network Interface	None	X	802.11ac Wi-Fi wireless networking, IEEE 802.11n Wi-Fi wireless networking
Bluetooth	Bluetooth 4.0 (integrated)	X	Bluetooth 4.0 (integrated)
Ports	2 or more USB 2.0 or higher	X	Two Thunderbolt 2 ports (up to 20 Gbps), Two USB-A ports (up to 5 Gbps), 3.5mm headphone jack
Smart Card Reader	None	X	None
Platform Integrity	TPM Not Included	X	TPM Not Included
Energy Star	Must Meet Current Energy Star	X	Must Meet Current Energy Star
Section 508 Compliance	Yes	X	Meets ENERGY STAR v.1 requirements
Warranty	1 Year Limited Warranty	X	1 Year Parts & Labor 90 Days Tech Support
Weight	Less than 3 pounds	X	2.98 pounds (U.S. lbs)
Hardware Cost	\$ 1,180.00		
Lease Cost	\$ 486.00		
Total Cost	\$ 1,666.00		

MacBook Pro			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	7		
Cost per unit (Purchase)	\$ 1,447.00		
Annual Cost per Unit (4 year lease)	\$ 586.75		
Manufacturer	Apple		
Model Number	MR2282/LL/A		
Processor (CPU) Type	2.7GHz dual-core Intel Core i5 or equal	X	2.7GHz Intel Core i5 (Intel Core i5 or equal)
Operating System	OS X El Capitan	X	OS X El Capitan
RAM	8GB of 1866MHz LPDDR3 onboard memory	X	8GB of 1866MHz LPDDR3 onboard memory
Hard Drive	256GB PCIe-based flash storage	X	256GB PCIe-based flash storage
Display/Graphics Technology	Intel Iris Graphics 5100 or equal	X	Intel Iris Graphics 5100
Display	13.3-inch (diagonal) LED-backlit display with Retina display	X	13.3-inch (diagonal) LED-backlit display with Retina display
Display Resolution	2560 by 1440	X	2560 by 1440
Sound	Two-speaker system with stereo speakers	X	Two-speaker system with stereo speakers
Speakers	Integrated Stereo (Built-in stereo speakers)	X	Integrated Stereo (Built-in stereo speakers)
Optical Drive	None	X	None
Mouse	Force Touch Trackpad	X	Force Touch Trackpad
Keyboard	Integrated	X	Full-size backlit keyboard with 78 (U.S.) or 79 (ISO) keys, including 12 function keys and 4 arrow keys (Inverted "T" arrangement) with ambient light sensor
Webcam	720p FaceTime HD camera	X	720p FaceTime HD camera
Microphone	Two-microphone system	X	Two-microphone system
Network Interface	None	X	802.11ac Wi-Fi wireless networking
Bluetooth	Bluetooth 4.0 (integrated)	X	Bluetooth 4.0 (integrated)
Ports	2 or more USB 2.0 or higher, 1 HDMI Port or higher	X	Two Thunderbolt 2 ports (up to 20 Gbps), Two USB-A ports (up to 5 Gbps), 3.5mm headphone jack
Smart Card Reader	None	X	None
Platform Integrity	TPM Not Included	X	TPM Not Included
Energy Star	Must Meet Current Energy Star	X	Must Meet Current Energy Star
Section 508 Compliance	Yes	X	Meets ENERGY STAR v.1 requirements
Warranty	1 Year Limited Warranty	X	1 Year Parts & Labor 90 Days Tech Support
Weight	Less than 4 pounds	X	3.48 pounds (U.S. lbs)
Hardware Cost	\$ 1,447.00		
Lease Cost	\$ 586.75		
Total Cost	\$ 2,033.75		

Lot 4 - Apple iPads

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Apple iPad configurations below. Please provide a proposed cost for both purchase and leasing. Please provide your proposed cost for each standard configuration listed below. Please indicate if the product proposed matches the specification provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

iPad Pro			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	7		
Cost per unit (Purchase)	\$ 313.00		
Annual Cost per Unit (4 year lease)	\$ 124.80		
Manufacturer	Apple		
Model Number	MP2772/LL/A		
Processor (CPU) Type	2.4 GHz dual-core A8X Apple A8X	X	A8X chip (up to 2.4 GHz)
Operating System	iOS	X	iOS 10
RAM	4 GB LPDDR4 SDRAM	X	4 GB LPDDR4 SDRAM
Hard Drive	256GB Flash Memory	X	256GB Flash Memory
Sound	Two-speaker system with stereo speakers	X	Two-speaker system with stereo speakers
Camera	Front and Rear Camera	X	Front and Rear Camera
Smart Card Reader	None	X	None
Network Interface	Wi-Fi	X	Wi-Fi
Bluetooth	Wi-Fi 802.11 a/b/g/n/AC	X	Wi-Fi 802.11 a/b/g/n/AC
Warranty	1 Year Limited Warranty	X	1 Year Parts & Labor 90 Days Tech Support
Hardware Cost	\$ 313.00		
Lease Cost	\$ 124.80		
Total Cost	\$ 437.80		

iPad Air 2			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	7		
Cost per unit (Purchase)	\$ 236.00		
Annual Cost per Unit (4 year lease)	\$ 89.70		
Manufacturer	Apple		
Model Number	MP2772/LL/A		
Processor (CPU) Type	1.5GHz tri-core A8X Apple A8X	X	A8X chip (up to 1.5 GHz)
Operating System	iOS	X	iOS 10
RAM	2GB LPDDR4 SDRAM	X	2GB LPDDR4 SDRAM
Hard Drive	128GB Flash Memory	X	128GB Flash Memory
Sound	Two-speaker system with stereo speakers	X	Two-speaker system with stereo speakers
Camera	Front and Rear Camera	X	Front and Rear Camera
Smart Card Reader	None	X	None
Network Interface	Wi-Fi	X	Wi-Fi
Bluetooth	Wi-Fi 802.11 a/b/g/n/AC at 2.4 GHz and 5 GHz and MIMO	X	Wi-Fi 802.11 a/b/g/n/AC dual band (2.4GHz and 5GHz) with MIMO
Warranty	1 Year Limited Warranty	X	1 Year Parts & Labor 90 Days Tech Support
Hardware Cost	\$ 236.00		
Lease Cost	\$ 89.70		
Total Cost	\$ 325.70		

iPad Mini 4			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	7		
Cost per unit (Purchase)	\$ 269.00		
Annual Cost per Unit (4 year lease)	\$ 100.80		
Manufacturer	Apple		
Model Number	MP2772/LL/A		
Processor (CPU) Type	1.5GHz dual-core A8X Apple A8X	X	A8X chip (up to 1.5 GHz)
Operating System	iOS	X	iOS 10
RAM	2 GB	X	2 GB
Hard Drive	128GB Flash Memory	X	128GB Flash Memory
Sound	Two-speaker system with stereo speakers	X	Two-speaker system with stereo speakers
Camera	Front and Rear Camera	X	Front and Rear Camera
Smart Card Reader	None	X	None
Network Interface	Wi-Fi	X	Wi-Fi
Bluetooth	Wi-Fi 802.11 a/b/g/n/AC at 2.4 GHz and 5 GHz and MIMO	X	Wi-Fi 802.11 a/b/g/n/AC dual band (2.4GHz and 5GHz) with MIMO
Warranty	1 Year Limited Warranty	X	1 Year Parts & Labor 90 Days Tech Support
Hardware Cost	\$ 269.00		
Lease Cost	\$ 100.80		
Total Cost	\$ 369.80		

iPad Mini 2			
Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	7		
Cost per unit (Purchase)	\$ 269.00		
Annual Cost per Unit (4 year lease)	\$ 100.80		
Manufacturer	Apple		
Model Number	MP2772/LL/A		
Processor (CPU) Type	1.3GHz dual-core Apple A7X	X	A7 chip with 64 bit
Operating System	iOS	X	iOS 10
RAM	1 GB LPDDR4 SDRAM	X	1 GB LPDDR4 SDRAM
Hard Drive	128GB Flash Memory	X	128GB Flash Memory
Sound	Two-speaker system with stereo speakers	X	Two-speaker system with stereo speakers
Camera	Front and Rear Camera	X	Front and Rear Camera
Smart Card Reader	None	X	None
Network Interface	Wi-Fi	X	Wi-Fi
Bluetooth	802.11 a/b/g/n/2.4 GHz and 5 GHz	X	Wi-Fi 802.11 a/b/g/n/AC dual band (2.4GHz and 5GHz)
Warranty	1 Year Limited Warranty	X	1 Year Parts & Labor 90 Days Tech Support
Hardware Cost	\$ 269.00		
Lease Cost	\$ 100.80		
Total Cost	\$ 369.80		

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Adept Consulting Services Inc	SDB	Mark Kirsch mkirsch@adeptusa.com	General project staffing, project management and technology deployment services	10%	\$2,550,000	Yes

APPENDIX G
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT

July 11, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

This letter serves as confirmation of the intent of **CDW Government LLC (CDW•G)** to utilize **Adept Consulting Services, Inc. (ADEPT)** on **RFP 6100039046, Information Technology Hardware (LOT 1)** issued by the Commonwealth of Pennsylvania, Office of Administration.

If **CDW•G** is the successful vendor, **ADEPT** shall provide **general project staffing, project management and technology deployment services** during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: **from the start of the project, during the initial contract term and any extensions, options and renewals is when Adept will provide their services.**

These services represent **10%** of the total cost in **CDW•G's** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **ADEPT** will receive an estimated \$2,550,000 during the initial contract term.

ADEPT represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to **CDW•G** for its SDB/SB submission.

We look forward to the opportunity to serve the Commonwealth of Pennsylvania, Office of Administration on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,


Robert F. Kirby
Vice President, Government Sales
CDW Government LLC
703-621-8207

Acknowledged,


Kirit D. Mehta
President
Adept Consulting Services, Inc.
215-855-3610

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that

ADEPT CONSULTING SERVICES INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Information Technology

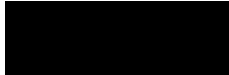
CERTIFICATION NUMBER: 133383-2012-08-SB-M

CERTIFICATION TYPE: Minority Business Enterprise

ISSUE DATE: 08/23/2012

EXPIRATION DATE: 08/23/2017

RECERTIFIED DATE: 7/26/2016



Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Adept Consulting Services Inc	SDB	Mark Kirsch mkirsch@adeptusa.com	General project staffing, project management and technology deployment services	10%	\$510,000	Yes

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Adept Consulting Services Inc	SDB	Mark Kirsch mkirsch@adeptusa.com	General project staffing, project management and technology deployment services	10%	\$510,000	Yes

APPENDIX G
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT

February 2, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

This letter serves as confirmation of the intent of **CDW Government LLC (CDW•G)** to utilize **Adept Consulting Services, Inc. (ADEPT)** on **RFP 6100039046, Information Technology Hardware (LOT 2)** issued by the **Commonwealth of Pennsylvania, Office of Administration**.


If **CDW•G** is the successful vendor, **ADEPT** shall provide **general project staffing, project management and technology deployment services** during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: **from the start of the project, during the initial contract term and any extensions, options and renewals is when Adept will provide their services.**

These services represent 10% of the total cost in **CDW•G's** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **ADEPT** will receive an estimated \$510,000 during the initial contract term.

ADEPT represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to **CDW•G** for its SDB/SB submission.

We look forward to the opportunity to serve the Commonwealth of Pennsylvania, Office of Administration on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.


Robert F. Kirby
Vice President, Government Sales
CDW Government LLC
703-621-8207

Acknowledged

Kirit D. Mehta
President
Adept Consulting Services, Inc.
215-855-3610

APPENDIX G
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT

February 2, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

This letter serves as confirmation of the intent of **CDW Government LLC (CDW•G)** to utilize **Adept Consulting Services, Inc. (ADEPT)** on **RFP 6100039046, Information Technology Hardware (LOT 2)** issued by the **Commonwealth of Pennsylvania, Office of Administration**.

If **CDW•G** is the successful vendor, **ADEPT** shall provide **general project staffing, project management and technology deployment services** during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: **from the start of the project, during the initial contract term and any extensions, options and renewals is when Adept will provide their services.**

These services represent 10% of the total cost in **CDW•G's** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **ADEPT** will receive an estimated \$510,000 during the initial contract term.

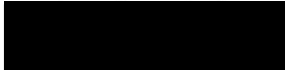
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Sincerely,


Robert F. Kirby
Vice President, Government Sales
CDW Government LLC
703-621-8207

Acknowledged,


Kirit D. Mehta
President
Adept Consulting Services, Inc.
215-855-3610

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that

ADEPT CONSULTING SERVICES INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Information Technology


CERTIFICATION NUMBER: 133383-2012-08-SB-M

CERTIFICATION TYPE: Minority Business Enterprise

ISSUE DATE: 08/23/2012

EXPIRATION DATE: 08/23/2017

RECERTIFIED DATE: 7/26/2016



Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Adept Consulting Services Inc	SDB	Mark Kirsch mkirsch@adeptusa.com	General project staffing, project management and technology deployment services	5%	\$2,400,000	Yes

APPENDIX G
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT

July 11, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

This letter serves as confirmation of the intent of **CDW Government LLC (CDW•G)** to utilize **Adept Consulting Services, Inc. (ADEPT)** on **RFP 6100039046, Information Technology Hardware (LOT 3)** issued by the Commonwealth of Pennsylvania, Office of Administration.

If **CDW•G** is the successful vendor, **ADEPT** shall provide **general project staffing, project management and technology deployment services** during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: **from the start of the project, during the initial contract term and any extensions, options and renewals is when Adept will provide their services.**

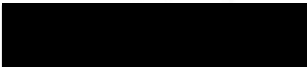
These services represent 5% of the total cost in **CDW•G's** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **ADEPT** will receive an estimated \$2,400,000 during the initial contract term.

ADEPT represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to **CDW•G** for its SDB/SB submission.

We look forward to the opportunity to serve the Commonwealth of Pennsylvania, Office of Administration on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.


Robert F. Kirby
Vice President, Government Sales
CDW Government LLC
703-621-8207

Acknowledged,


Kirit D. Mehta
President
Adept Consulting Services, Inc.
215-855-3610

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that
ADEPT CONSULTING SERVICES INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Information Technology

CERTIFICATION NUMBER: 133383-2012-08-SB-M

CERTIFICATION TYPE: Minority Business Enterprise

ISSUE DATE: 08/23/2012

EXPIRATION DATE: 08/23/2017

RECERTIFIED DATE: 7/26/2016

Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

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SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Adept Consulting Services Inc	SDB	Mark Kirsch mkirsch@adeptusa.com	General project staffing, project management and technology deployment services	3%	\$27,000	Yes

APPENDIX G
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT

July 11, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

This letter serves as confirmation of the intent of **CDW Government LLC (CDW•G)** to utilize **Adept Consulting Services, Inc. (ADEPT)** on **RFP 6100039046, Information Technology Hardware (LOT 4)** issued by the **Commonwealth of Pennsylvania, Office of Administration**.

If **CDW•G** is the successful vendor, **ADEPT** shall provide **general project staffing, project management and technology deployment services** during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: **from the start of the project, during the initial contract term and any extensions, options and renewals is when Adept will provide their services.**

These services represent 3% of the total cost in **CDW•G's** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **ADEPT** will receive an estimated \$27,000 during the initial contract term.

ADEPT represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to **CDW•G** for its SDB/SB submission.

We look forward to the opportunity to serve the Commonwealth of Pennsylvania, Office of Administration on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,



Robert F. Kirby
Vice President, Government Sales
CDW Government LLC
703-621-8207

Acknowledged,



Kirit D. Mehta
President
Adept Consulting Services, Inc.
215-855-3610

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



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has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Information Technology

CERTIFICATION NUMBER: 133383-2012-08-SB-M

CERTIFICATION TYPE: Minority Business Enterprise

ISSUE DATE: 08/23/2012

EXPIRATION DATE: 08/23/2017

RECERTIFIED DATE: 7/26/2016



Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Adept Consulting Services Inc	SDB	Mark Kirsch mkirsch@adeptusa.com	General project staffing, project management and technology deployment services	5%	\$1,950,000	Yes

APPENDIX G
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT

July 11, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

This letter serves as confirmation of the intent of **CDW Government LLC (CDW•G)** to utilize **Adept Consulting Services, Inc. (ADEPT)** on **RFP 6100039046, Information Technology Hardware (LOT 5)** issued by the Commonwealth of Pennsylvania, Office of Administration.

If **CDW•G** is the successful vendor, **ADEPT** shall provide **general project staffing, project management and technology deployment services** during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: **from the start of the project, during the initial contract term and any extensions, options and renewals is when Adept will provide their services.**

These services represent **5%** of the total cost in **CDW•G's** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **ADEPT** will receive an estimated \$1,950,000 during the initial contract term.

ADEPT represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to **CDW•G** for its SDB/SB submission.

We look forward to the opportunity to serve the Commonwealth of Pennsylvania, Office of Administration on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,



Robert F. Kirby
Vice President, Government Sales
CDW Government LLC
703-621-8207

Acknowledged,



Kirit D. Mehta
President
Adept Consulting Services, Inc.
215-855-3610

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that

ADEPT CONSULTING SERVICES INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s): Information Technology

CERTIFICATION NUMBER: 133383-2012-08-SB-M

CERTIFICATION TYPE: Minority Business Enterprise

ISSUE DATE: 08/23/2012

EXPIRATION DATE: 08/23/2017

RECERTIFIED DATE: 7/26/2016



Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania

REVISED: May 5, 2016

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offerors must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of actual Contract Spend Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)
Adept Consulting Services Inc	SDB	Mark Kirsch mkirsch@adeptusa.com	General project staffing, project management and technology deployment services	5%	\$1,350,000	Yes

APPENDIX G
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT

July 11, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

This letter serves as confirmation of the intent of **CDW Government LLC (CDW•G)** to utilize **Adept Consulting Services, Inc. (ADEPT)** on **RFP 6100039046, Information Technology Hardware (LOT 6)** issued by the **Commonwealth of Pennsylvania, Office of Administration**.

If **CDW•G** is the successful vendor, **ADEPT** shall provide **general project staffing, project management and technology deployment services** during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below: **from the start of the project, during the initial contract term and any extensions, options and renewals is when Adept will provide their services.**

These services represent 5% of the total cost in **CDW•G's** cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that **ADEPT** will receive an estimated \$1,350,000 during the initial contract term.

ADEPT represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to **CDW•G** for its SDB/SB submission.

We look forward to the opportunity to serve the Commonwealth of Pennsylvania, Office of Administration on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,



Robert F. Kirby
Vice President, Government Sales
CDW Government LLC
703-621-8207

Acknowledged,



Kirit D. Mehta
President
Adept Consulting Services, Inc.
215-855-3610

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AND SMALL DIVERSE BUSINESS VERIFICATION**



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BUSINESS TYPE(s): Information Technology

CERTIFICATION NUMBER: 133383-2012-08-SB-M

CERTIFICATION TYPE: Minority Business Enterprise

ISSUE DATE: 08/23/2012

EXPIRATION DATE: 08/23/2017

RECERTIFIED DATE: 7/26/2016

Curtis M. Topper, Secretary
Department of General Services
Commonwealth of Pennsylvania



**NOTICE OF SELECTION FOR CONTRACT NEGOTIATIONS
SELECTED OFFEROR**

September 27, 2017

John Moss
CDW LLC d/b/a CDW Government LLC
120 S. Riverside
Chicago, IL 60606
johnmos@cdw.com

RE: Department of General Services RFP #6100039046, Information Technology Hardware

Dear Mr. Moss:

The Commonwealth has evaluated the proposal that your company submitted in response to the Department of General Services, Bureau of Procurement RFP Number 6100039046, Information Technology Hardware, along with the other submitted proposals. It is my pleasure to inform you that CDW LLC d/b/a CDW Government LLC ("CDW") has been selected for contract negotiations for Lot 2, Tablets, Rugged Devices and Non-Traditional Desktops; Lot 3, General IT Peripherals as the "Primary Supplier;" Lot 4, Apple Devices; and Lot 5, Server Hardware & Lot 6, Storage Hardware, as non-best value suppliers for Dell.

Therefore, CDW is invited to meet at the location listed below with the Commonwealth for final negotiations and clarifications. Negotiations will take place on Thursday, October 5, 2017 from 09:30 AM to 12:00: PM. The location of the negotiations meeting will be:

Department of General Services
Bureau of Procurement
Forum Place, Floor 6, 555 Walnut Street
Conference Room FP6 -2
Harrisburg, PA 171101-1914

Please provide a list of the individuals who will be attending the negotiation meeting(s) on behalf of CDW including the name and title for each. Please send this information, along with any additional clarification information requested below, to the Issuing Officer via email at rjaime@pa.gov by 3:00 PM Monday October 2, 2017.

CDW should come prepared to discuss and clarify the following areas, of the proposal:

1. **Self-Cleansing: Appendix H, Technical Submittal Response Template.** Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops, Lot 5—Server Hardware and

Notice of Selection for Contract Negotiations

RFP # 6100039046

Page 2 of 2

Lot 6—Storage Hardware, Section 16; and Lot 4—Apple Devices, Section 17, *Self-Cleansing*. Address in detail how data cleansing will occur.

Address keeping hard drive. Please provide response by 3:00 PM Monday October 2, 2017.

2. **Punch-Out Site: Appendix H, Technical Submittal Response Template**, Lot 3—General Information Technology (IT) Peripherals, Section 11, *Punch-Out Site*.

Discuss details of site and the possible addition of Lots 2 and 4.

This letter is not intended to be a binding commitment to contract, nor will the Commonwealth be obligated in any manner until a formal written contract has been executed by all necessary Commonwealth officials.

Sincerely,



Raymond A. Jaime
Issuing Officer

From: John Moss
To: [Jaime, Raymond](#)
Cc: [Mike Truncone](#)
Subject: IT Hardware RFP 6100039046- Selection for Negotiations
Date: Monday, October 2, 2017 2:04:02 PM
Attachments: [image001.png](#)
[CDWG Written Response to Keeping Hard Drive.pdf](#)

Mr. Jaime,

Thank you again for the opportunity to participate in next steps for the Commonwealth's IT hardware procurement.

We would like to request the names and titles of those individuals from the Commonwealth who will be present at the final negotiations and clarifications meeting on Thursday. The list of individuals who will be attending on behalf of CDW is provided below, though based on the Commonwealth's representatives our list is subject to change.

Alexa Sharrar – Account Executive II

Mike Truncone – Sales Manager

Pam Janutolo – Deputy Program Manager

Jumana DiHu – Program Manager

Mark Ellis – Manager, Program Manager

Sammy Calhoun – Business Development

Additionally, please find both attached and below our response to keeping the hard drive as requested in the selection letter.

Address keeping hard drive. Please provide response by 3:00 PM Monday October 2, 2017.

All maintenance and warranty offered through our proposal will allow the Commonwealth to keep their hard drives.

Below we have included information from our proposal response both around hard drive removal processes and the disk wipe service our local partner Adept Consulting Services can perform. Adept will follow the ITP's DOD Disk wipe standard to secure data.

Additionally, before the negotiations and clarifications meeting on Thursday, October 3rd, please let us know if we can provide additional information to ensure that we are meeting your full expectations for this discussion.

Hard Drive Removal

* In correlation with an Installation, Prep for Ship or Disk Wipe the ISP will remove hard drives and mark with the user name, machine serial number, or any other identifier as required by the customer.

Disk Wipe Service

* On-premise Disk Wipe

While on-site the ISP will utilize D.O.D. approved disk wipe software to perform the disk wipes.

- * Disk wipe logs are provided to the customer for each system.
- o If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the asset report.
- o All hard drives removed can be retained by the customer or delivered to DGS.

* Off-premise Disk Wipe

Once systems have been removed from the site and returned to the ISP warehouse, the ISP will utilize D.O.D. approved disk wipe software to perform the disk wipes.

- * Disk wipe logs are provided to the customer for each system.
- o If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the asset report.
- o All hard drives removed can be retained by the customer or delivered to DGS.

Thank you,

John Moss

Proposal Specialist, Proposal Teams | CDW•G

johnmos@cdw.com | Phone: [REDACTED]

Address keeping hard drive. Please provide response by 3:00 PM Monday October 2, 2017.

All maintenance and warranty offered through our proposal will allow the Commonwealth to keep their hard drives.

Below we have included information from our proposal response both around hard drive removal processes and the disk wipe service our local partner Adept Consulting Services can perform. Adept will follow the ITP's DOD Disk wipe standard to secure data.

Additionally, before the negotiations and clarifications meeting on Thursday, October 3rd, please let us know if we can provide additional information to ensure that we are meeting your full expectations for this discussion.

Hard Drive Removal

- In correlation with an Installation, Prep for Ship or Disk Wipe the ISP will remove hard drives and mark with the user name, machine serial number, or any other identifier as required by the customer.

Disk Wipe Service

- **On-premise Disk Wipe**

While on-site the ISP will utilize D.O.D. approved disk wipe software to perform the disk wipes.

- Disk wipe logs are provided to the customer for each system.
 - If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the asset report.
 - All hard drives removed can be retained by the customer or delivered to DGS.
- **Off-premise Disk Wipe**

Once systems have been removed from the site and returned to the ISP warehouse, the ISP will utilize D.O.D. approved disk wipe software to perform the disk wipes.

- Disk wipe logs are provided to the customer for each system.
 - If disk wipe fails more than once on a system, the hard drive is removed, which is noted on the asset report.
 - All hard drives removed can be retained by the customer or delivered to DGS.

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE:

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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APPENDIX F, COSTARS PROGRAM ELECTION FORM

APPENDIX G, SMALL DIVERSE AND SMALL BUSINESS LETTER OF INTENT

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APPENDIX S, LEASE ACCEPTANCE CERTIFICATE

APPENDIX T, OCI SUPPLIER PUNCH OUT OVERVIEW

APPENDIX U, IRAN FREE PROCUREMENT CERTIFICATION FORM

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Friday, January 20, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Thursday , February 16, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals.

- A. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:
- (1) **One (1) paper copy** of the Offeror's **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
 - (2) **Eight (8) paper copies** of the Offeror's **Technical Submittal Response Template (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
 - (3) **One (1) electronic copy** of the Offeror's **Cost Submittal Response Template (Appendix C)** (Cost Submittal envelope. Provide on either a flash drive or CD-ROM. Do not submit a paper copy.)
 - Complete the response sections for each Lot on which the Offeror is proposing
 - (4) **Two (2) paper copies** of each **Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q)** and **associated Letters of Intent (Appendix G)**. (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q)** and **Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
 - (5) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy** for each Lot on which Offeror is proposing) (Technical Submittal envelope);
 - (6) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to **Part I, Section I-13, Small Diverse Business/Small Business Information** for more information (SDB/SB Submittal envelope);

- (7) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope);
- (8) **One (1) paper copy** of the Offeror's **Iran Free Procurement Certification Form (Appendix U)** (Technical Submittal envelope);
- (9) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities** forms (**Appendix I**), if applicable (Technical Submittal envelope); and
- (10) **One (1) paper copy** of the Offeror's **Manufacturer Authorization Letter(s)**, if applicable, for each Original Equipment Manufacturer (OEM) the Offeror is proposing, unless the Offeror is the OEM (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

- B. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.
- C. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.
- D. Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal

receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business/Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Page/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must

additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101—67.3104. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
 - (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
- (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
- (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The

selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*, 71 P. S. §§ 776.1—776.9)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest

may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

B. Place for Filing. A protest must be filed with the Agency Head Designee by either email or hardcopy.

- (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
- (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh
Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror that is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror that submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law (Section 1711.1 of the [Commonwealth Procurement Code](#), 62 Pa. C. S. § 1711.1) to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.

- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.

- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and
- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

(1) **A “local public procurement unit” is:**

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;
- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any

State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the [Commonwealth Procurement Code](#). However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

(3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Old Administrative Fee	New Administrative Fee
DGS Self-Certified Small Business	\$500	\$500
DGS Verified Small Diverse Business	\$500	\$166
All Other Offerors	\$1,500	\$1,500

- (1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the proposal submittal.
 - (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor

as a COSTARS vendor, and only so long as the required Contract fee is kept current.

- (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
- (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
- (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous> Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>.

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- A. **Definitions.** The following words and phrases have the meanings set forth in this provision:
 - (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
 - (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
 - (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

- B. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”
- C. General. A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- D. Additional Terms.
- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
 - (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
 - (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
 - (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.
- E. Prices.
- (1) *Price adjustment*. For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers’ compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30**.
 - (2) The Contractor’s pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor’s pricing may be adjusted up or down based on market conditions only with the

mutual agreement of both the Contractor and any external procurement activity.

- F. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- G. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one (1)** electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business/Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Response Template, Appendix C, Cost Submittal Response Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing **Appendix H, Technical Submittal Response Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within **Part IV, Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing **one (1)** submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Response Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on **Appendix Q, Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal** (attached as **Appendix Q**).
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form (attached as **Appendix Q**). At minimum, the Letter of Intent must include the following:

- (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business (Offerors may use the historical data to establish an estimated dollar value);
- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide;
- (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies;
- (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
- (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.

E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the Contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Cost Submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template** only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>.

II-7. Manufacturer Authorization Letter. If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100039046 for Information Technology Hardware. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.

II-8. Iran Free Procurement Certification and Disclosure. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix U** of this RFP. Offerors, pursuant to **Part III, Section III-4.E**) must submit in hardcopy the signed **Iran Free Procurement Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Products and Services Required, Proposal Summary, Product Descriptions, References, Past Public Sector Experience, Reporting, Staffing, Implementation Plan, Coverage (Lot Applicable), Just-In-Time Purchasing (Lot Applicable), Inventory/Asset Management (Lot Applicable), Emerging Technology, Asset Flexibility (Lot Applicable), Supply Chain Management/Managed Logistics (Lot Applicable), Punch-out Site (Lot Applicable), Service Integration (Lot Applicable), Information Technology Policies (ITP), Self-Cleansing (Lot Applicable), Continuous Improvement, Accessibility Plan, Required Contract Services Plan (Lot Applicable), and Consumption Based Pricing Model (Lot Applicable)** . Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. **Small Diverse Business Participation:**

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than **one percent (1%)** of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. **Two-thirds (2/3)** of the total points are allocated to Small Diverse Business participation (SDB%).
4. **One third (1/3)** of the total points is allocated to Small Business participation (SB%).
5. Based on a maximum total of **200** available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

<p style="text-align: center;">Small Diverse Business and Small Business Raw Score =</p> <p style="text-align: center;">200 (SDB% + (1/3 * SB %))</p>

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.
- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**. The certification will be included as a contractual obligation when the Contract is executed.

- E. **Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: **a) certify it is not on the current list of persons engaged in investment activities in Iran** created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the [Commonwealth Procurement Code](#) and is eligible to contract with the Commonwealth under Sections 3501—3506 of the [Commonwealth Procurement Code](#); or **b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).** All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix U, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#>

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the Contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the Contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M).** The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single OEM for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500 K), Rugged Devices (\$1 M) and Non-Traditional Desktops (\$150 K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.

C. **Lot 3—General IT Peripherals** (\$16M historical annual spend). IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.

- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the Contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
 - (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking.
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.

D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:

- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

E. **Lot 5—Server Hardware** (\$13M in historical annual spend). Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) **Each Offeror shall propose a single OEM for this Lot.**

- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend). IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” **A waiver** from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.

- (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Response Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMS listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks—November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **Appendix L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the OEMs listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only the OEM or certified resellers of the OEM will be considered for this lot.
- (ii) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders’ and Challengers’ quadrants of Gartner’s Magic Quadrant for Modular Servers—May 2016 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Cisco.
 - (d) Lenovo.
 - (e) Huawei.
- (ii) Offerors must be able to provide the OEM’s full server product line.

- (iii) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
- (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the Contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
- (v) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vi) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Offerors shall describe their ability to accommodate this model in **Appendix H, Technical Submittal Response Template**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (October 2016) will be considered for this lot:
 - (a) Dell EMC.
 - (b) Dell Technologies.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
 - (h) Huawei.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Template**.

B. Required Contract Services. These services are required by the awarded contractors at no additional cost to the Commonwealth.

- (1) The Contractor must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
- (2) **Supply Chain Management/Managed Logistics.** The Contractor must provide staging and storage at no additional cost (unless otherwise defined in **Appendix M, Statement of Work Template**), respond quickly to changing needs and provide an effective order expediting process, if necessary.
- (3) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (4) The Contractor must honor all quotes for at least **ninety (90) days**.
- (5) **Key Personnel:**
 - (i) **General:** Information relating to key personnel is as follows:
 - (a) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

- (b) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.
 - (c) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate Commonwealth agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all Commonwealth agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.
- (ii) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (a) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - 1) on a temporary basis, within **one (1) week** of the availability change; and
 - 2) on a permanent basis, no longer than **thirty (30) calendar days** from the availability change.
 - (b) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with **thirty (30) calendar days'** written notice. If a staff person is removed from the Contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

(6) **Secure E-procurement Portal (Lot applicable):**

- (i) Within **ninety (90) days** after the contract effective date, Contractors must establish a secure e-procurement portal personalized for the Commonwealth which lists the products and services with related pricing approved by the OA/OIT Bureau of IT Procurement. Only brands and/or products approved by OA/OIT Bureau of IT Procurement will be permitted. Contractors must remove any brand and/or product from the portal at the direction of the OA/OIT Bureau of IT Procurement for any reason. Repeated failure to remove brands and/or products when directed may result in cancellation of the contract. Please refer to **Appendix T, OCI Supplier Punch Out Overview**, more information.
- (ii) The secure e-procurement portal must have the capability to generate daily reports that reflect all the items ordered by Commonwealth agency/bureau for any given time frame throughout the term of the Contract. The secure e-procurement site must also allow for ad hoc reporting requirements.
- (iii) The secure e-procurement site must allow searches by, but not limited to: Manufacturer; Product Name; Part Number or SKU; Purchase Order Number; and type of equipment (e.g. memory, MFD).
- (iv) The secure e-procurement portal must allow Commonwealth users to print a quote directly from the shopping cart to attach to the Commonwealth agency's purchase order.

C. Optional Services.

- (1) Contractors should provide a quote for warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to **four (4) years** past the expiration date of the Contract.
- (2) The Commonwealth agency will develop a statement of work ("SOW") for each Service order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth's discretion. Offeror's must provide separate pricing for on-premise and off-premise disk wipe.

Optional Services in scope are as follows:

- (i) **Installation.**
 - (a) The Contractor must, at a minimum:
 - 1) Assign a project manager to every installation;

- 2) Provide status reports of installations completed, installations outstanding, and issues;
 - 3) Unpack equipment;
 - 4) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external equipment to computer;
 - 5) Power on the device or system;
 - 6) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
 - 7) If non-imaged system, verify that OS boots.
- (b) As part of the SOW, the Commonwealth agency will specify whether Contractor must remove all packing materials and boxes from the site within **one (1)** week after the installation has been completed.
- (c) The Contractor and the Commonwealth agency will develop a schedule to deliver equipment at the employees' desks or other location specified by the Commonwealth agency.
- (ii) **Asset Tagging (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new equipment procured;
 - 2) Ensure that the Identification Tag Number is readable from WMI (Windows Management Instrumentation), if applicable.
 - 3) Ensure that each Identification Tag is located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls;
 - 4) Provide identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth in an electronic format, which can be incorporated into existing Equipment databases. The Commonwealth agency will provide database formats to be used by the Contractor; and
- (b) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iii) **Image Deployment (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Deploy the image specified by the Commonwealth agency on each computing device;

- 2) If a Commonwealth agency requires images, the Contractor must accept and store the images provided;
- 3) Certify the images for use with the proposed hardware and provide test unit to Commonwealth agency for final verification; and
- (b) The format of the delivered image will be specified in the SOW.
- (c) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iv) **Bundle—Installation, Image Deployment and Asset Tagging.**
 - (a) The Contractor may perform all duties listed **Part IV, Section IV-3, B-3 – i, ii, & iii** listed above in a bundled package.
- (v) **Data Transfer.**
 - (a) The Contractor must, at a minimum:
 - 1) Copy all local Outlook folders;
 - 2) Copy all specified data onto the new, pre-imaged system;
 - 3) Copy all local outlook folders;
 - 4) Disconnect all systems and
 - 5) Not retain any data associated with the data transfer.
 - (b) The Contractor may transfer data using the Commonwealth’s network, a crossover cable or Commonwealth-owned and provided external hard drive.
- (vi) **Preparation for Shipment.** The Contractor must, at a minimum:
 - (a) Verify the functionality and condition of the equipment with the agency
 - (b) Disconnect existing PC and peripheral equipment, and remove it from the desk area
 - (c) Fully prepare and pack the equipment ready for delivery and shipment. Including but not limited to; securely boxing and palletizing (if necessary) of the devices.
- (vii) **Hard Drive Removal.**
 - (a) The Contractor must, at a minimum:
 - 1) Arrive at the Commonwealth designated location at the time scheduled with the Commonwealth agency to uninstall and fully remove the hard drive in question;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Cleanse the hard drive as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf; and

- 4) Allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Commonwealth agency with no additional cost to the Commonwealth.
 - i) The Commonwealth agency may keep the defective or leased hard drive.
 - ii) Contractor must cleanse the hard drive as detailed in Commonwealth ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (b) The Commonwealth agency may choose to keep the removed hard drive and provide delivery location of removed hard drive.
- (viii) **On-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall the equipment from the Commonwealth agency at the scheduled time;
 - (b) Arrive at the Commonwealth-designated location at the scheduled time; and
 - (c) Cleanse the device in the equipment as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at its current location and provide proof of the disk wipe to the Commonwealth agency.
- (ix) **Off-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall, pack, and pick up the equipment from the Commonwealth agency at the scheduled time;
 - (b) Cleanse the device as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at a location approved by the Commonwealth and provide proof of the disk wipe to the Commonwealth agency; and
 - (c) Return the equipment at the time and location specified by the Commonwealth agency.
- (x) **Relocation within 25 Miles.**
 - (a) The Contractor must, at a minimum:
 - 1) Provide relocation of equipment within the same building or within a 25-mile radius;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency; and
 - (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xi) **Relocation Outside 25 Miles.**
 - (a) The Contractor must, at a minimum:

- 1) Provide relocation of equipment beyond a 25-mile radius; and
 - 2) Verify the functionality and condition of the equipment with the agency
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
- (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xii) **Equipment Return to DGS Surplus Warehouse.** The Contractor must, at a minimum:
- (a) Deliver the packed equipment to the DGS warehouse located at:

DGS Surplus Warehouse
2221 Forster St.
Harrisburg, PA 17125

D. Order Fulfillment.

- (1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.
- (2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.
- (3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services*.

E. Quote Requirements.

- (1) All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth at the outset of the Contract.
 - (i) Include: contract number, manufacturer contract number (if applicable); service period (if applicable); manufacturer product ID; manufacturer product title; line item descriptions; list price so the Commonwealth can verify discounts on quotes; expected delivery date; and related purchase order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
 - (ii) No additional terms and conditions may be attached to a quote.

F. **Volume Orders:**

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

G. **Service Level Agreements.** The Contractor must meet the service level agreements (SLAs) as described in **Appendix K, Service Level Agreements.**

H. **Standard Configuration Reviews.**

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response Template**, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

I. **Quarterly Business Reviews.** The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the Contractor will be kept confidential by the Commonwealth. The objective of this meeting is to reach a mutual agreement on product replacement during the life of the Contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

J. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template.**

- K. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:
- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the Commonwealth agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount.
 - (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information; Equipment Information; Maintenance/Services Information; and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities; achievements; challenges; and Contractor’s recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.
- L. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology

in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 - 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.

- 4.** Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: (a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or (b) the “Valid from” date printed on the Contract, whichever is later.

2. EXTENSION OF CONTRACT TERM

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

3. COMMENCEMENT OF PERFORMANCE

(a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:

- (i) the Effective Date has occurred; and
- (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.

(b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. ELECTRONIC SIGNATURES

(a) The Contract and/or Purchase Order may be electronically signed by the Commonwealth.

- (i) Contract. “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.

- (ii) Purchase Orders. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
 - (i) No handwritten signature shall be required in order for the Contract to be legally enforceable.
 - (ii) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (iii) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

5. DEFINITIONS

As used in this Contract, these words shall have the following meanings:

- (a) Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency “.
- (b) Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days: Unless specifically indicated otherwise, days mean calendar days.

- (d) Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- (e) Documentation: All materials required to support and convey information about the Services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) Expiration Date: The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (g) Services: All Contractor activity necessary to satisfy the Contract.
- (h) Statement of Work: A document attached to a purchase order from the Contractor which details the Services which will be provided by the Contractor.
- (i) Supplies: All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

6. PURCHASE ORDERS

- (a) The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
- (b) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (c) Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

7. INDEPENDENT PRIME CONTRACTOR

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

8. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of Section 22(c). The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

9. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

10. DELIVERY

- (a) Supplies Delivery: All Supplies shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified.

Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

- (b) Delivery of Services: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

11. PRODUCT CONFORMANCE

The Commonwealth reserves the right to require any and all Contractors to:

- (a) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (b) Supply published manufacturer product Documentation.
- (c) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (d) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (e) Provide customer references.
- (f) Provide a product demonstration at a location near Harrisburg or the using agency location.

12. ACCEPTANCE

- (a) Supplies: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within thirty (30) days after notification. Rejected Supplies left longer than thirty (30) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such Supplies, and deduct from any monies due or that may thereafter become

due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

- (b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform with the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

13. REJECTED MATERIAL NOT CONSIDERED ABANDONED

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

14. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

15. MANUFACTURER'S PRICE REDUCTION

If, prior to the delivery of the awarded Supplies by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

16. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

17. WARRANTIES

- (a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.

18. COMPENSATION

- (a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

19. BILLING REQUIREMENTS

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (a) Vendor name and “Remit to “ address, including SAP Vendor number;
- (b) Bank routing information, if ACH;
- (c) SAP Purchase Order number;
- (d) Delivery Address, including name of Commonwealth agency;
- (e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (f) Quantity provided;
- (g) Unit price;
- (h) Price extension;
- (i) Total price; and
- (j) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

20. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the “Bill To “ address if a date on which payment

is due is not specified in the Contract (a “proper “ invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- (b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.
- (c) The Commonwealth will make contract payments through Automated Clearing House (ACH).
 - (i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
 - (ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.
 - (iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 237400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

22. CONFIDENTIALITY

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the applicable document). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to subsection (c) of Section 27, DEFAULT, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
- (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with Services provided to the Commonwealth under this Contract.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (i) Prepare an un-redacted version of the appropriate document, and
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (iii) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

- (iv) Submit the two documents along with the signed written statement to the Commonwealth.

23. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

24. DATA BREACH OR LOSS

- (a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:
- (c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.
- (d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
- (e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

- (f) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this Section 24 in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

25. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

26. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under the Contract shall be limited to the greater of \$250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
 - (i) bodily injury;
 - (ii) death;
 - (iii) intentional injury;
 - (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

- (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.
 - (vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.
- (b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

27. DEFAULT

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - (iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;
 - (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (v) Improper delivery;
 - (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - (vii) Delivery of a defective item;
 - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - (ix) Discontinuance of work without approval;
 - (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

- (xi) Insolvency or bankruptcy;
 - (xii) Assignment made for the benefit of creditors;
 - (xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (xiv) Failure to protect, to repair, or to make good any damage or injury to property;
 - (xv) Breach of any provision of the Contract;
 - (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
 - (xvii) Failure to comply with applicable industry standards, customs, and practice.
- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

28. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to: acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall: (i) describe fully such cause(s) and its effect on performance; (ii) state whether performance under the contract is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting Documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

29. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor thirty (30) days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination to be in the best interest of the Commonwealth. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 30, Contract Controversies, of this Contract.

- (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose
- (c) **TERMINATION FOR CAUSE:** The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law.

- (i) Subject to Section 26, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under subsection (a).

30. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

31. ASSIGNABILITY AND SUBCONTRACTING

- (a) Subject to the terms and conditions of this Section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

32. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

33. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor’s suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the Supplies and Services which are the subject of this Contract.

34. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor,

and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-10—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
 - (i) modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;
 - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

35. OWNERSHIP RIGHTS

- (a) Product License. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) Contractor Intellectual Property. The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (d) Click-Through Terms. The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
- (e) No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

36. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors," each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

37. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- (c) Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 *et seq.*; the *State Adverse Interest Act*, 71 P.S. §776.1 *et seq.*; and the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 *et seq.*, or to breach any other state or federal law or regulation.
- (d) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (e) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 *et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (f) Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- (g) Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- (h) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (i) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - (i) Approved in writing by the Commonwealth prior to its disclosure; or
 - (ii) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - (iii) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (iv) Necessary for purposes of Contractor's internal assessment and review; or
 - (v) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (vi) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

- (vii) Otherwise required by law.
- (j) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - (i) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (ii) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - (iii) Violation of federal or state antitrust statutes.
 - (iv) Violation of any federal or state law regulating campaign contributions.
 - (v) Violation of any federal or state environmental law.
 - (vi) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - (vii) Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
 - (viii) Violation of any federal or state law prohibiting discrimination in employment.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (ix) Debarment by any agency or department of the federal government or by any other state.
- (x) Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- (k) If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - (i) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - (ii) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- (l) Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (m) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the [*Governor's Code of Conduct*](#), or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (n) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- (o) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (p) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- (q) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Subsection.
 - (i) "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (ii) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- (iii) “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- (iv) “Financial interest” means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (v) “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor’s Code of Conduct, Executive Order 1980-18*](#), the 4 Pa. Code §7.153(b), shall apply.
- (vi) “Immediate family” means a spouse and any unemancipated child.
- (vii) “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (viii) “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

38. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are

under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

39. AMERICANS WITH DISABILITIES ACT

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the **basis** of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subsection (a) above.

40. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
- (d) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- (e) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- (f) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (g) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (h) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (i) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (j) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (k) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

41. INFORMATION TECHNOLOGY POLICIES

Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx#>), including the accessibility standards set out in IT Bulletin ACC001, *IT Accessibility Policy*. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

42. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion,

additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide Services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

43. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx#>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given

to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10](#) Amended (June 2, 2014) *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

44. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 *et seq.*; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 *et seq.*; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

45. POST-CONSUMER RECYCLED CONTENT

- (a) Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.dgs.pa.gov on the date of submission of the bid, proposal or contract offer.
- (b) Recycled Content Enforcement: The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

46. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the “Worker and Community Right to Know Act“ (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1, *et seq.*

- (a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (i) through (iv):
 - (i) Hazardous substances:
 - (1) The chemical name or common name,
 - (2) A hazard warning, and
 - (3) The name, address, and telephone number of the manufacturer.
 - (ii) Hazardous mixtures:
 - (1) The common name, but if none exists, then the trade name,
 - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - (4) A hazard warning, and
 - (5) The name, address, and telephone number of the manufacturer.
 - (iii) Single chemicals:
 - (1) The chemical name or the common name,
 - (2) A hazard warning, if appropriate, and
 - (3) The name, address, and telephone number of the manufacturer.
 - (iv) Chemical Mixtures:
 - (1) The common name, but if none exists, then the trade name,

- (2) A hazard warning, if appropriate,
- (3) The name, address, and telephone number of the manufacturer, and
- (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

47. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

48. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

49. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

50. INTEGRATION

This Contract, including all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

51. ORDER OF PRECEDENCE

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

52. CHANGES

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: (1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; (2) to make changes to the Services within the scope of the Contract; (3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or (4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Section 30, Contract Controversies.

53. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

54. LEASES

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any Supplies covered by the Contract, the Leasing Terms and Conditions, attached hereto as Appendix 1, shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to the Leasing Terms and Conditions. Any items covered by a Lease shall be termed "Leased Property" in the Leasing Terms and Conditions. To the extent that there is a conflict between the Leasing Terms and Conditions and the other terms and conditions of the Contract, the Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

55. INSTALLMENT PURCHASES

- (a) Installment purchase options. To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Purchaser”) the option to pay for any items covered by the Contract in installments over time, Appendix 2, Installment Purchase Terms and Conditions, in addition to the other terms and conditions of the Contract, shall govern the Installment Purchase. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the Purchase Order issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions.
- (b) Assignments. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party (“Initial Assignee”) who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

56. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

57. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE)

- (a) Contractor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies on any Commonwealth agency facilities, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements, a sample of which is attached hereto as Attachment 2 to this Contract's Appendix E, *Software License Requirements Agreement Template*. This sign-off document (a sample of which is

attached hereto as Attachment 3 to this Contract's AppendixE, *Software License Requirements Agreement Template*), will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.

- (b) Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the installation of the Supplies), the Contractor is and shall remain compliant with all applicable state and federal law and policy regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract via Purchase Orders issued under this Contract.
- (c) This Section 57 does not require a Commonwealth agency to exhaustively list the law to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this Section 57 are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in Section 43, Background Checks, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

58. FEDERAL REQUIREMENTS

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document (a sample of which is attached as Attachment 3 to this Contract's Appendix E, *Software License Requirements Agreement Template*, in addition to any applicable requirements of Section 57, Agency-Specific Sensitive and Confidential Commonwealth Data, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the Purchase Order. The Commonwealth

agency will inform the Contractor whether they must execute the sign-off document as required by the federal government.

APPENDIX 1

LEASING TERMS AND CONDITIONS

A. TERM OF LEASE

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the specifications for the procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

B. PAYMENTS

1. Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
 - a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
 - b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
 - c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

C. TITLE

Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
- b. The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. USE AND LOCATION OF, AND ALTERATION TO LEASED PROPERTY

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

E. RISK OF LOSS

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the

Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

F. WARRANTIES

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Section J shall have occurred and be continuing.

G. LIABILITY

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

H. ASSIGNMENT

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.
2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
 - a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
 - b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

I. FINANCING AND PREPAYMENT

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Section B, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

J. REMEDIES FOR DEFAULT

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
 - a. Terminate the applicable Lease.
 - b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased

Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

- c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
2. In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
 - a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
 - b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
 - c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

K. PURCHASE OPTION

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

L. EXTENSION

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

M. RETURN OF LEASED PROPERTY

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Section J, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

1. As a matter of policy, the Commonwealth has determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
2. Except in the event of a total loss of any or all Leased Property as described in Section E., and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

N. COMPLIANCE WITH INTERNAL REVENUE CODE

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease

term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

O. GOVERNING LAW

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

P. NOTICES

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

APPENDIX 2

INSTALLMENT PURCHASE TERMS AND CONDITIONS

A. TERM OF INSTALLMENT PURCHASE

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Installment Item in more than one delivery, unless otherwise specified in the Installment Purchase PO, the Purchaser will provide separate Acceptance Certificates for each delivery of the Installment Items, and the Purchaser will make periodic payments for the Installment Items corresponding to the amount of the Installment Items delivered and accepted 30 days prior to the payment due date.

To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

B. PAYMENTS

1. Full Term Intention. The Purchaser shall pay the applicable monthly or annual payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment Items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Purchaser of all further obligations under the Installment Purchase, provided:
 - a. The Purchaser delivers unencumbered title to the Installment Items to the Contractor or Initial Assignee (if applicable);
 - b. The Purchaser returns the Installment Items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

- c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

C. TITLE

Title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment, except as otherwise set forth in the Contract or PO. The Contractor or Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Section I of this Appendix.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
- b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. USE AND LOCATION OF, AND ALTERATION TO INSTALLMENT ITEM

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse or waste the Installment Items and the Purchaser will not allow the Installment Item to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

E. RISK OF LOSS

1. The Purchaser, after acceptance of the installment Items, shall assume and bear the risk of loss or damage to, or theft of, the Installment Items (including all component parts from

any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

- a. to replace the equipment with like equipment, or
 - b. to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the Installment Purchase PO.
2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Section G, below.
 3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G, below.

F. WARRANTIES

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items during the Installment Purchase term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Section J shall have occurred and be continuing.

G. LIABILITY

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees.

This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this section, including but not limited to risks of public liability and property damage.

H. ASSIGNMENT

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment Item without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase PO and Installment Item to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.
2. The Contractor may assign, without Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Item. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Installment Item. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Item and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Installment Item is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Purchaser executes and the Initial Assignee receives an Acceptance Certificate:
 - a. The Purchaser shall, regardless of whether any portion of the Installment Item is unsatisfactory for any reason, nevertheless, continue to make payments under the

applicable Installment Purchase and shall make any claim relating to the Installment Item against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

- b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEM), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE INSTALLMENT ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS OR LOSS OF USE.

I. FINANCING AND PREPAYMENT

1. If the Contractor is not the supplier of the Installment Item, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make rental payments for the Installment Item for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
3. If the Purchaser purchases Contract items related to Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Section B of these Installment

Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

J. REMEDIES FOR DEFAULT

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Installment Purchase Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
 - a. Terminate the applicable Installment Purchase.
 - b. Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee, at its option, may, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
 - c. Recover from the Purchaser all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the Contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the Federal Reserve Board's Internet website at <http://www.federalreserve.gov/>.
2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
 - a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for that Installment Item

which has been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

- b. The Purchaser may cancel, without liability for payment, its order for any Installment Item which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual amount of Installment Items which was delivered and accepted. If no Installment Items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- c. If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the Contractor's default against its obligation to make payments.

K. COMPLIANCE WITH INTERNAL REVENUE CODE

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not permit, during the Installment Purchase term, the Installment Item to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
2. Governmental status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser, upon demand, will pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

L. GOVERNING LAW

All Installment Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

M. NOTICES

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

APPENDIX B

Domestic Workforce Utilization Certification

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, [title] of [name of Contractor] a [place of incorporation] corporation or other legal entity, (“Contractor”) located at [address], having a Social Security or Federal Identification Number of [number], do hereby certify and represent to the Commonwealth of Pennsylvania (“Commonwealth”) (Check one of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

[XX] percent (Contractor must specify the percentage) of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: [Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops		\$ -
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ -
3 - General IT Peripherals		\$ -
4 - Apple Devices		\$ -
5 - Server Hardware		\$ -
6 - Storage Hardware		\$ -

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 1: Desktop PC, Laptops, Ultra Portable Laptops, & Associated Services, Options, and Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.
Note that the Commonwealth estimates that 80% of machines will be purchased and 20% will be leased, and our costs are being calculated based on this assumption.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Standard Desktop	1,433	\$	\$	\$
Mid-Range Desktop	850	\$	\$	\$
High-End Desktop	1,534	\$	\$	\$
Standard Laptop	113	\$	\$	\$
High-End Laptop	1,204	\$	\$	\$
Ultra Portable Laptop	78	\$	\$	\$
Ultra Portable Convertible Laptop / Tablet	61	\$	\$	\$
Products - Total	5,280	\$	\$	\$
Services - Total				
Product & Services - Grand Total				

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Desktop PC, Laptop, and Ultra Portable Laptop configurations below. Please provide a cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product matches the specifications by marking an "X" in the indicated column. If the product exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Offeror Name: _____

Lot 1 - Desktop PCs

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Desktop PC configurations below. Please provide a cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column. Please note that monitors are not included in the base configuration.

Item Requested	Proposed	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	1,433		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Comments	Standard Desktop Minimum Requirement		
Processor (CPU) Type	Intel Core i5-6400 (i5 or Intel) CPU or equal		
Operating System	Windows 10 64 Bit Pro		
RAM	8GB 1866 DDR4, Non-ECC, max capacity 32GB		
Hard Drive	500 GB 7200 RPM SATA Internal		
Display	Not Included		
Display/Graphics Technology	Integrated HD Graphics w/ Dual Monitor Support		
Sound	Analog stereo output		
Speakers	Integrated headphone and stereo speaker jacks		
Optical Drive 1	8X DVD-RW Super Drive		
Mouse	USB optical mouse with scroll		
Keyboard	USB keyboard		
Smart Card Reader	FIPS 201 Approved Transparent Smart Card Reader (Keyboard integrated or USB)		
Network Interface	10/100/1000 Base T Ethernet		
USB Ports	6		
Opt Ports	1		
VGA Ports	Optional		
Display Port	1		
HDMI	Optional		
Slots	2 PCI Slots available (PCI and/or PCIe)		
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer		
EPAT	Gold		
Energy Star	Must Meet Current Energy Star		
Section 508 Compliant	Yes		
Form Factor	Mini Tower		
Warranty	4 years On Site Next Business Day Fix, Keep Your Hard Drive		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Item Requested	Proposed	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	850 (0)		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Comments	Mid-Range Desktop Minimum Requirement		
Processor (CPU) Type	Intel Core i7-7700 (i7 or Intel) or equal		
Operating System	Windows 10 64 Bit Pro		
RAM	16 GB DDR4 2133 DIMM		
Hard Drive	256 GB SSD		
Display	Not Included		
Display/Graphics Technology	Integrated HD Graphics w/ Dual Monitor Support		
Sound	Analog stereo output		
Speakers	Integrated headphone and stereo speaker jacks		
Optical Drive 1	8X DVD-RW Super Drive		
Mouse	USB optical mouse with scroll		
Keyboard	USB keyboard		
Smart Card Reader	FIPS 201 Approved Transparent Smart Card Reader (Keyboard integrated or USB)		
Network Interface	10/100/1000 Base T Ethernet		
USB Ports	6		
Opt Ports	1		
VGA Ports	Optional		
Display Port	1		
HDMI	Optional		
Slots	2 PCI Slots available (PCI and/or PCIe)		
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer		
EPAT	Gold		
Energy Star	Must Meet Current Energy Star		
Section 508 Compliant	Yes		
Form Factor	Mini Tower		
Warranty	4 years On Site Next Business Day Fix, Keep Your Hard Drive		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Item Requested	Proposed	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	1,534		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Comments	High-End Desktop Minimum Requirement		
Processor (CPU) Type	Intel Core i7-8700 (i7 8th or equal)		
Operating System	Windows 10 64 Bit Pro		
RAM	32 GB DDR4 2400 DIMM		
Hard Drive	512 GB SSD		
Display	Not Included		
Display/Graphics Technology	Nvidia Quadro K620, 2GB equivalent or better		
Sound	Analog stereo output		
Speakers	Integrated headphone and stereo speaker jacks		
Optical Drive 1	10X DVD-R Super Audio CD Drive		
Mouse	USB optical mouse with scroll		
Keyboard	USB keyboard		
Smart Card Reader	FIPS 201 Approved Transparent Smart Card Reader (Keyboard integrated or USB)		
Network Interface	10/100/1000 Base T Ethernet		
USB Ports	6		
Opt Ports	1		
VGA Ports	Optional		
DP or HDMI	Optional		
Slots	2 PCI Slots available (PCI and/or PCIe)		
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer		
EPAT	Gold		
Energy Star	Must Meet Current Energy Star		
Section 508 Compliant	Yes		
Form Factor	Mini Tower		
Warranty	4 years On Site Next Business Day Fix, Keep Your Hard Drive		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 1: Desktop PC's, Laptops, Ultra Portable Laptops, & Associated Services, Options, and Upgrades

Lot 1 - Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard laptop configurations below. Please provide a proposed cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	111		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	Standard Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i5, i7, or i9 (or equal)		
Operating System	Windows 10 or 11 Pro		
RAM	8 GB DDR4 2133 MHz		
Hard Drive	256GB SSD		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Display	14 inch		
Display Resolution	1920x1080		
Speakers	Integrated Stereo (Built-in stereo speakers)		
Optical Drive	None		
Mouse	Optical USB w/ Scroll		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated		
Network Interface	10/100/1000 Base-T Ethernet, Wireless: 802.11n with 11a/b/g compatibility		
Bluetooth	Bluetooth 3.0, integrated		
Ports	3 or more USB 2.0 or higher		
Smart Card Reader	1 - 50/MMC Card Slot, 1 - Locking Cable Slot		
Platform Integrity	FIPS 201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 2.0 (or newer)		
EPFAT	Gold		
Energy Star	Must Meet Current Energy Star		
Section 508 Compliant	Yes		
Warranty	4 years On Site Next Business Day Fix, Keep Your Hard Drive		
Weight	Less than 6 pounds		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	1,204		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	High-End Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i7, i9 (or equal)		
Operating System	Windows 10 or 11 Pro		
RAM	16 GB DDR4 2133 MHz		
Hard Drive	512GB SSD		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Display	15 inch		
Display Resolution	1920x1080		
Speakers	Integrated Stereo (Built-in stereo speakers)		
Optical Drive	8x DVD-RW		
Mouse	Optical USB w/ Scroll		
Keyboard	Integrated		
Webcam	Integrated		
Microphone	Integrated		
Network Interface	10/100/1000 Base-T Ethernet, Wireless: 802.11n with 11a/b/g compatibility		
Bluetooth	Bluetooth 3.0, integrated		
Ports	3 or more USB 2.0 or higher		
Smart Card Reader	FIPS 201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 2.0 (or newer)		
EPFAT	Gold		
Energy Star	Must Meet Current Energy Star		
Section 508 Compliant	Yes		
Warranty	4 years On Site Next Business Day Fix, Keep Your Hard Drive		
Weight	Less than 6.5 pounds		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Lot 1 - Ultra Portable Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard ultra-portable device configurations below. Please provide a proposed cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	73		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	Ultra-Portable Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i5, i7, or i9		
Operating System	Windows 10 or 11 Pro		
RAM	8 GB		
Hard Drive	256 GB SSD		
Minimum Display Size	11"		
Speakers	Internal		
Touchscreen	Included		
Touchscreen	Optional		
Keyboard	Integrated English		
Camera	Integrated		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Network Interface	Wireless: 802.11n with 11a/b/g compatibility		
Bluetooth	None		
Minimum USB Ports	2, with 1 USB 3.0		
DP or HDMI	Yes		
EPFAT	Gold		
Energy Star	Must Meet Current Energy Star		
Warranty	4 years On Site Next Business Day Fix, Keep Your Hard Drive		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Input Requested	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	63		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	Convertible Laptop / Tablet Minimum Requirements		
Processor (CPU) Type	Intel Core i5, i7, or i9		
Operating System	Windows 10 or 11 Pro		
RAM	8 GB		
Hard Drive	256 GB SSD		
Minimum Display Size	11.6"		
Speakers	Internal		
Touchscreen	Included		
Touchscreen	Required		
Keyboard	Integrated English		
Camera	Integrated		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Network Interface	Wireless: 802.11n with 11a/b/g compatibility		
Bluetooth	None		
Minimum USB Ports	2, with 1 USB 3.0		
DP or HDMI	Yes		
EPFAT	Gold		
Energy Star	Must Meet Current Energy Star		
Warranty	4 years On Site Next Business Day Fix, Keep Your Hard Drive		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Commonwealth of Pennsylvania
 IT Hardware RFP
 Pricing Proposal Response Template
Lot 2: Tablet PCs, Rugged Devices, Non-Traditional Desktops, and Associated Services, Options, and Upgrades

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to scroll all the way down.
 Note that the Commonwealth estimates that 80% of machines will be purchased and 20% will be leased, and cost totals are being calculated based on this assumption.

Device	Historical Annual Volume	Purchase Cost	Lease Cost	Total Cost
Tablet	600	\$	\$	\$
Rugged Laptop	100	\$	\$	\$
Rugged Tablet	100	\$	\$	\$
Non-Traditional Desktops	144	\$	\$	\$
Products - Total	944	\$	\$	\$
Services - Total				\$
Product & Services - Grand Total				\$

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard Tablet, Rugged Devices, and Non-Traditional Desktops configurations below. Please provide a cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Offeror Name:

Lot 2 - Tablets

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard tablet configuration below. Please provide a proposed cost for both purchase and leasing. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Tablet			
Input Requested	Proposal	Confirmation that your spec meets this minimum Requirement ("X")	Actual Spec Proposed, if higher
Historical Annual Volume	600		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core		
Processor Speed	1.5 GHz		
Operating System	Windows or Android		
(RAM)	2 GB		
Storage	32GB		
Sound	Analog Stereo Output		
Camera	Front and Rear Camera		
Smart Card Reader	SD		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	802.11n/a/c integrated wireless		
Warranty	4 years		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Commonwealth of Pennsylvania
 IT Hardware RFP
 Pricing Proposal Response Template
 Lot 2: Tablet PCs, Rugged Devices, Non-Traditional Desktops, and Associated Services, Options, and Upgrades

Lot 2 - Rugged Devices

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard rugged device configurations below. Please provide a proposed cost for both purchase and leasing for each standard configuration listed below. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Rugged Laptop		Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Input Requested	Proposal		
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	Rugged Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i5		
Processor Speed	2.4 GHz		
Operating System	Windows 10 64 Bit Pro with option to downgrade to 7		
RAM	8 GB		
Hard Drive	320 GB		
Screen Size	13.1 inch		
Camera	Integrated		
Optical Drive	18x DVD RW		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Certification	MIL-STD-810G Certified		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	802.11n/6n Integrated wireless		
Warranty	4 years, Keep Your Hard Drive		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Rugged Tablet		Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Input Requested	Proposal		
Historical Annual Volume	100		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	Rugged Tablet Minimum Requirements		
Processor (CPU) Type	Quad Core		
Processor Speed	1.5 GHz		
Operating System	Android / Windows		
RAM	2 GB		
Storage	16 GB		
Screen Size	7 inch		
Camera	Integrated		
Optical Drive	N/A		
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station		
Certification	MIL-STD-810G Certified		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	802.11n/6n Integrated wireless		
Warranty	4 years		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Lot 2 - Non-Traditional Desktops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its standard non-traditional desktop configuration below. Please provide a proposed cost for both purchase and leasing. Please indicate if the product proposed matches the specifications by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specification in the Actual Spec Column.

Non-Traditional Desktop		Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if higher
Input Requested	Proposal		
Historical Annual Volume	144		
Cost per Unit (Purchase)			
Annual Cost per Unit (4 year lease)			
Manufacturer			
Model Number			
Component	Non-Traditional Desktops Minimum Requirements		
Processor (CPU) Type	Intel Core i5		
Processor Speed	2.4 GHz		
RAM	1 GB		
Hard Drive	16GB		
Mouse	USB optical mouse with scroll		
Keyboard	USB keyboard		
Platform Integrity	Trusted Platform Module 1.2 (or Newer)		
Network Interface	10/100/1000 BASE-T Ethernet		
USB Ports	7		
DVI Ports	1		
Warranty	4 years		
Purchase Cost	\$		
Lease Cost	\$		
Total Cost	\$		

Commonwealth of Pennsylvania
 IT Hardware RFP
 Cost Proposal Response Template
 Lot 3: General IT Peripherals & Small MPDs

Please note cells below will be automatically populated based on pricing entered further down on this tab. Please be sure to craft all the way down.

Device	Total Cost
General IT Peripherals	
General IT MPD	
General IT MPD	
General IT MPD	
General IT MPD	
General IT MPD	

Offeror Name: _____

Lot 3 - General IT Peripherals

Markup by Manufacturer

Instructions: Please provide one markup on your cost basis for the Manufacturers listed below - this pricing will apply to all items. In the maximum markup box, please provide the highest potential markup for all other Manufacturers (not listed). Only Offerors capable of providing 90% of the manufacturers listed may submit a proposal for Lot 3.

Maximum Markup for all other Manufacturers: _____

Markup for Manufacturers Listed Below: _____

#	The Manufacturer	Historical Annual Revenue (\$)	Markup %
1	CHECKPOINT	\$ 2,824,305	0.00%
2	HP INC	\$ 1,482,661	0.00%
3	HP/HPD	\$ 847,018	0.00%
4	DELL	\$ 792,781	0.00%
5	CORRECO POWER	\$ 728,171	0.00%
6	IBM	\$ 502,661	0.00%
7	HP/HPD	\$ 451,471	0.00%
8	HP/HPD	\$ 420,118	0.00%
9	HP/HPD TECHNOLOGIES	\$ 381,471	0.00%
10	HP	\$ 420,301	0.00%
11	HP/HPD	\$ 272,001	0.00%
12	HP/HPD SYSTEMS	\$ 220,171	0.00%
13	HP PERIPHERALS	\$ 200,001	0.00%
14	HP/HPD/HPD	\$ 182,839	0.00%

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 3: General IT Peripherals & Small MFDs

Market Basket

Notes: Please provide the unit cost for each item below. The Commonwealth's unit price inclusion of the markup provided above, will be calculated automatically. Additionally, please indicate if any item has been discontinued - only items proposed on by all Offerors will be evaluated. The volume provided is the historical annual volume and will be used for evaluation purposes. Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined.

Item #	Item Name	Manufacturer	Item Description	Historical Annual Volume	Proposed Annual Volume	Proposed Unit Price	Proposed Annual Total	Alternative Item #	Alternative Item Description	Alt. Manufacturer	Alt. Item Description	Alt. Historical Annual Volume	Alt. Proposed Annual Volume	Alt. Proposed Unit Price	Alt. Proposed Annual Total
1	CHECKPOINT	CPK-16-554650-00	CPK-16-554650-00	1	1										
2	CHECKPOINT	CPK-16-10410400-00	CPK-16-10410400-00	1	1										
3	CHECKPOINT	CPK-16-10410400-00	CPK-16-10410400-00	1	1										
4	CHECKPOINT	CPK-16-10410400-00	CPK-16-10410400-00	1	1										
5	CHECKPOINT	CPK-16-10410400-00	CPK-16-10410400-00	1	1										
6	HP	1733-44801	HP 1733-44801	1	1										
7	HP	1733-44801	HP 1733-44801	1	1										
8	HP	1733-44801	HP 1733-44801	1	1										
9	HP	1733-44801	HP 1733-44801	1	1										
10	HP	1733-44801	HP 1733-44801	1	1										
11	HP	1733-44801	HP 1733-44801	1	1										
12	HP	1733-44801	HP 1733-44801	1	1										
13	HP	1733-44801	HP 1733-44801	1	1										
14	HP	1733-44801	HP 1733-44801	1	1										
15	HP	1733-44801	HP 1733-44801	1	1										
16	HP	1733-44801	HP 1733-44801	1	1										
17	HP	1733-44801	HP 1733-44801	1	1										
18	HP	1733-44801	HP 1733-44801	1	1										
19	HP	1733-44801	HP 1733-44801	1	1										
20	HP	1733-44801	HP 1733-44801	1	1										
21	HP	1733-44801	HP 1733-44801	1	1										
22	HP	1733-44801	HP 1733-44801	1	1										
23	HP	1733-44801	HP 1733-44801	1	1										
24	HP	1733-44801	HP 1733-44801	1	1										
25	HP	1733-44801	HP 1733-44801	1	1										
26	HP	1733-44801	HP 1733-44801	1	1										
27	HP	1733-44801	HP 1733-44801	1	1										
28	HP	1733-44801	HP 1733-44801	1	1										
29	HP	1733-44801	HP 1733-44801	1	1										
30	HP	1733-44801	HP 1733-44801	1	1										
31	HP	1733-44801	HP 1733-44801	1	1										
32	HP	1733-44801	HP 1733-44801	1	1										
33	HP	1733-44801	HP 1733-44801	1	1										
34	HP	1733-44801	HP 1733-44801	1	1										
35	HP	1733-44801	HP 1733-44801	1	1										
36	HP	1733-44801	HP 1733-44801	1	1										
37	HP	1733-44801	HP 1733-44801	1	1										
38	HP	1733-44801	HP 1733-44801	1	1										
39	HP	1733-44801	HP 1733-44801	1	1										
40	HP	1733-44801	HP 1733-44801	1	1										
41	HP	1733-44801	HP 1733-44801	1	1										
42	HP	1733-44801	HP 1733-44801	1	1										
43	HP	1733-44801	HP 1733-44801	1	1										
44	HP	1733-44801	HP 1733-44801	1	1										
45	HP	1733-44801	HP 1733-44801	1	1										
46	HP	1733-44801	HP 1733-44801	1	1										
47	HP	1733-44801	HP 1733-44801	1	1										
48	HP	1733-44801	HP 1733-44801	1	1										
49	HP	1733-44801	HP 1733-44801	1	1										
50	HP	1733-44801	HP 1733-44801	1	1										
51	HP	1733-44801	HP 1733-44801	1	1										
52	HP	1733-44801	HP 1733-44801	1	1										
53	HP	1733-44801	HP 1733-44801	1	1										
54	HP	1733-44801	HP 1733-44801	1	1										
55	HP	1733-44801	HP 1733-44801	1	1										
56	HP	1733-44801	HP 1733-44801	1	1										
57	HP	1733-44801	HP 1733-44801	1	1										
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59	HP	1733-44801	HP 1733-44801	1	1										
60	HP	1733-44801	HP 1733-44801	1	1										
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63	HP	1733-44801	HP 1733-44801	1	1										
64	HP	1733-44801	HP 1733-44801	1	1										
65	HP	1733-44801	HP 1733-44801	1	1										
66	HP	1733-44801	HP 1733-44801	1	1										
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72	HP	1733-44801	HP 1733-44801	1	1										
73	HP	1733-44801	HP 1733-44801	1	1										
74	HP	1733-44801	HP 1733-44801	1	1										
75	HP	1733-44801	HP 1733-44801	1	1										
76	HP	1733-44801	HP 1733-44801	1	1										
77	HP	1733-44801	HP 1733-44801	1	1										
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82	HP	1733-44801	HP 1733-44801	1	1										
83	HP	1733-44801	HP 1733-44801	1	1										
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85	HP	1733-44801	HP 1733-44801	1	1										
86	HP	1733-44801	HP 1733-44801	1	1										
87	HP	1733-44801	HP 1733-44801	1	1										
88	HP	1733-44801	HP 1733-44801	1	1										
89	HP	1733-44801	HP 1733-44801	1	1										
90	HP	1733-44801	HP 1733-44801	1	1										
91	HP	1733-44801	HP 1733-44801	1	1										
92	HP	1733-44801	HP 1733-44801	1	1										
93	HP	1733-44801	HP 1733-44801	1	1										
94	HP	1733-44801	HP 1733-44801	1	1										
95	HP	1733-44801	HP 1733-44801	1	1										
96	HP	1733-44801	HP 1733-44801	1	1										
97	HP	1733-44801	HP 1733-44801	1	1										
98	HP	1733-44801	HP 1733-44801	1	1										
99	HP	1733-44801	HP 1733-44801	1	1										

Commonwealth of Pennsylvania
IT Hardware RFP
Cost Proposal Response Template
Lot 3: General IT Peripherals & Small MFDs

Lot 3 – Small MFDs

Instructions for Offerors: Small multifunctional devices (MFDs) are included in a part of Lot 3 - General IT Peripherals. The only fields within this MFD template that need to be filled out in are those in orange. The requirements listed below are minimum requirements for all MFDs offered. Please place this information into account when providing model types further below.

MFD Minimum Requirements	
Volume, Capacity, and Speed	
Level of finished technology	Mandatory
Printed pages able to be copied, scanned, faxed, or incorporated immediately with no damage to original	Mandatory
Black and White Capacity	Mandatory
Black and White Capacity	Mandatory
Color Capacity	Mandatory
Black and White Capacity	Mandatory
Fee option provides programmable distribution lists	Mandatory
Time between Family Mode to first page being being time must be 45 seconds or less	Mandatory
50 Sheets Automatic Document Feeder Capacity	Mandatory
Automatic Duplex Printing	Mandatory
Auto-cancel	Mandatory
Auto-cancel/return	Mandatory
Media Size, Type, and Tray	
Standard 8.5 x 11 inch Media	Mandatory
Standard 8.5 x 14 inch Media	Mandatory
Legal size	Mandatory
One-tray paper input	Mandatory
Minimum of 20% recycled material in paper without adversely affecting functionality or uptime	Mandatory
Standard available media	Mandatory
Minimum Paper Input Capacity	500 Sheets
Memory and Storage	
Minimum Standard Memory	64MB
112 Pages Fax Memory	Mandatory
Compatibility and Connectivity	
Capacity page capacity (with each bit)	Mandatory
USB Architecture	Mandatory
Windows XP 32-bit operating system	Mandatory
Windows 7 32-bit operating system	Mandatory
Windows 8 32-bit operating system (upgradeability if not currently available)	Mandatory
Windows 10 32-bit operating system	Mandatory
Windows 2008 R2 server operating system	Mandatory
Windows 2008 R2 server operating system	Mandatory
Linux (Ubuntu) compatible with 64-bit	Mandatory
Linux (Ubuntu) compatible with 32-bit	Mandatory
Windows Server for Windows XP and Windows 2003 Server operating system	Mandatory
Ethernet 10/100 Full Duplex connectivity	Mandatory
802.11n wireless	Mandatory
Common NCP card	Mandatory
Make-On-Demand enabled NCP cards disabled or protected with hardware password	Mandatory
PDF of Product User Guide (PDF) available	Mandatory
Support of Auto-cancel	Mandatory
Cloud Connectivity	Mandatory
Print Quality	
Prints 600 dpi Minimum Print Quality Black	Mandatory
Prints 600 dpi Maximum Color Quality Black	Mandatory
Prints 600 dpi Maximum Color Quality Color	Mandatory
Color Resolution (Color) Range: 25-400%	Mandatory
Digital Output	
Output file format of choice	Mandatory
PDF format	Mandatory
PDF format	Mandatory
Output to email	Mandatory
Output to USB	Mandatory
Output to USB memory	Mandatory
Output to network file	Mandatory
Output to shared folders	Mandatory
Memory and Storage	
Minimum Memory, Expandable to	512MB
Equipment Requirements	
Energy Star compliant	Mandatory
Devices shall not emit noise in excess of 62 mg/h3	Mandatory
Devices shall not emit noise in excess of 0.21 mg/h3	Mandatory
Devices shall not emit chlorine in excess of 0.13 mg/h3	Mandatory
Printer Management Features	
Remote Management via Web Interface	Mandatory

**APPENDIX D - PROPOSAL COVER SHEET
COMMONWEALTH OF PENNSYLVANIA
OA – OFFICE OF INFORMATION TECHNOLOGY
RFP# 6100039046**

Enclosed in three separately sealed submittals is the proposal of the Offeror identified below for the above-referenced RFP:

Offeror Information:	
Offeror Name	
Offeror Mailing Address	
Offeror Website	
Offeror Contact Person	
Contact Person's Phone Number	
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	
Lot(s) You Are Proposing On:	
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops	<input type="checkbox"/>
2 - Tablets, Rugged Devices, and Non-Traditional Desktops	<input type="checkbox"/>
3 - General IT Peripherals	<input type="checkbox"/>
4 - Apple Devices	<input type="checkbox"/>
5 - Server Hardware	<input type="checkbox"/>
6 - Storage Hardware	<input type="checkbox"/>

Submittals Enclosed and Separately Sealed:	
<input type="checkbox"/>	Technical Submittal Response Template
<input type="checkbox"/>	Small Diverse Business Participation Submittal
<input type="checkbox"/>	Cost Submittal Response Template

Signature	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's submittal:	
Printed Name	
Title	

FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE OFFEROR'S PROPOSAL MAY RESULT IN THE REJECTION OF THE OFFEROR'S PROPOSAL

APPENDIX E

SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE

PA Supplier ID Number: _____

**AGREEMENT BETWEEN
THE COMMONWEALTH OF PENNSYLVANIA,
ACTING BY AND THROUGH THE GOVERNOR'S OFFICE OF ADMINISTRATION
AND**

This Agreement by and between _____ (Licensor) and the Commonwealth of Pennsylvania, acting by and through the Governor's Office of Administration (Commonwealth) is effective the date the Agreement has been fully executed by the Licensor and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained.

RECITALS:

WHEREAS, this Agreement sets forth the Commonwealth's Software License Requirements; and,

WHEREAS, Licensor's Software License Agreement is attached hereto as Exhibit A, and made a material part hereof by this reference; and,

WHEREAS, this document, including the Software License Agreement attached as Exhibit A, constitutes the Agreement between the Licensor and the Commonwealth; and

WHEREAS, the terms and conditions set out below in these Software License Requirements, supplement, and to the extent a conflict exists, supersede and take precedence over the terms and conditions of the attached Exhibit A, which is incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and intending to be legally bound hereby, the parties hereto covenant and agree as follows:

- 1. Recitals:** The above recitals are hereby incorporated as a material part of these Software License Requirements.
- 2. Enterprise Language:** The parties agree that more than one agency of the Commonwealth may license products under this Agreement, provided that any use of products by any agency must be made pursuant to one or more executed purchase orders or purchase documents submitted by each applicable agency seeking to use the Licensed Product.

Products specified in Attachment 1, along with support and services for said products, shall be referred to as “Licensed Products.”

The parties agree that, if the licensee is a “Commonwealth Agency” as defined by Section 103 of the *Commonwealth Procurement Code*, 62 Pa. C. S. § 103, the terms and conditions of this Agreement apply to any purchase of Licensed Products made by the Commonwealth, and that the terms and conditions of this Agreement become part of the purchase document without further need for execution. The parties agree that the terms of this Agreement supersede and take precedence over the terms included in any purchase order, terms of any shrink-wrap agreement included with the Licensed Products, terms of any click through agreement included with the Licensed Products or any other terms purported to apply to the Licensed Products, including any products eligible for coverage under this Agreement where a legally executed agreement for the same covered product, regardless of version, was not in effect, even if procured by the Commonwealth prior to the effective date of the Agreement. This does not apply to Commonwealth agency agreements executed pursuant to the *Commonwealth Procurement Code*, 62 Pa. C. S. §§ 101—4102, and the *Commonwealth Attorneys’ Act*, 71 P.S. §§ 732-101—732-506.

3. **Choice of Law/Venue/Immunity:** This Agreement shall be interpreted in accordance with and governed by the laws of the Commonwealth of Pennsylvania, without giving effect to its conflicts of law provisions. Except as set forth in Section 23 of this Agreement, the courts of the Commonwealth of Pennsylvania and the federal courts of the Middle District of Pennsylvania shall have exclusive jurisdiction over disputes under this Contract and the resolution thereof. No provision in this Agreement shall be construed to limit the sovereign immunity of the Commonwealth.
4. **Indemnification:** The Commonwealth does not have the authority to and shall not indemnify any entity. The Commonwealth agrees to pay for any loss, liability or expense, which arises out of or relates to the Commonwealth’s acts or omissions with respect to its obligations hereunder, where a final determination of liability on the part of the Commonwealth is established by a court of law or where settlement has been agreed to by the Commonwealth. This provision shall not be construed to limit the Commonwealth’s rights, claims or defenses that arise as a matter of law or pursuant to any other provision of this Agreement. This provision shall not be construed to limit the sovereign immunity of the Commonwealth.
5. **Patent, Copyright, Trademark and Trade Secret Protection:**
 - (a) The Licensor shall, at its expense, defend, indemnify and hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights or trademarks, or for a misappropriation of a United States trade secret arising out of performance of this Agreement (“Claim”), including all Licensed Products provided by the Licensor. For the purposes of this Agreement, “indemnify and hold harmless” shall mean the Licensor’s specific, exclusive, and limited obligation to (a) pay any judgments,

finances, and penalties finally awarded by a court of competent jurisdiction, governmental/administrative body or any settlements reached pursuant to Claim and (b) reimburse the Commonwealth for its reasonable administrative costs or expenses, including without limitation reasonable attorney's fees, it necessarily incurs in handling the Claim. The Commonwealth agrees to give Licensor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P. S. §§ 732-101—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion, delegate its right of defense of a Claim. If the OAG delegates the defense to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. Licensor shall not, without the Commonwealth's consent, enter into any settlement agreement which (a) states or implies that the Commonwealth has engaged in any wrongful or improper activity other than the innocent use of the material which is the subject of the Claim, (b) requires the Commonwealth to perform or cease to perform any act or relinquish any right, other than to cease use of the material which is the subject of the Claim, or (c) requires the Commonwealth to make a payment which Licensor is not obligated by this Agreement to pay on behalf of the Commonwealth. If OAG delegates such rights to the Licensor, the Commonwealth will cooperate with all reasonable requests of Licensor made in the defense of and/or settlement of a Claim. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Licensor that, in the event it requests that the Commonwealth provide support to the Licensor in defending any such Claim, the Licensor shall reimburse the Commonwealth for all necessary expenses (including attorneys' fees, if such are made necessary by the Licensor's request) incurred by the Commonwealth for such support. If OAG does not delegate to Licensor the authority to control the defense and settlement of a Claim, the Licensor's obligation under this Section 5 ceases. The Licensor, at its own expense, shall provide whatever cooperation OAG request in the defense of the suit.

- (b) The Licensor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Licensor certifies that, in all respects applicable to this Agreement, it has exercised and will continue to exercise due diligence to ensure that all Licensed Products provided under this Agreement do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties.
- (c) If the defense of a Claim and the authority to control any potential settlements thereof is delegated to the Licensor, the Licensor shall pay all damages and costs finally awarded therein against the Commonwealth or agreed to by Licensor in any settlement. If information and assistance are furnished by the Commonwealth at the Licensor's written request, it shall be at the Licensor's expense, but the responsibility for such expense shall be only that within the Licensor's written authorization.

- (d) If, in the Licensor's opinion, the Licensed Products furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright or trademark, or for a misappropriation of trade secret, then without diminishing the Licensor's obligation to satisfy any final award, the Licensor may, at its option and expense:
 - (1) substitute functional equivalents for the alleged infringing Licensed Products; or
 - (2) obtain the rights for the Commonwealth to continue the use of such Licensed Products.
- (e) If any of the Licensed Products provided by the Licensor are in such suit or proceeding held to constitute infringement and the use thereof is enjoined, the Licensor shall, at its own expense and at its option:
 - (1) procure the right to continue use of such infringing products;
 - (2) replace them with non-infringing items; or
 - (3) modify them so that they are no longer infringing.
- (f) If use of the Licensed Products is enjoined and the Licensor is unable to do any of the preceding set forth in Section 5(e) above, the Licensor agrees to, upon return of the Licensed Products, refund to the Commonwealth:
 - (1) the license fee paid for the infringing Licensed Products, less the amount for the period of usage of any software; and
 - (2) the pro-rated portion of any maintenance fees representing the time remaining in any period of services for which payment was made.
- (g) The obligations of the Licensor under this Section 5 continue without time limit and survive the termination of this Agreement.
- (h) Notwithstanding the above, the Licensor shall have no obligation under this Section 5 for:
 - (1) modification of any Licensed Products provided by the Commonwealth or a third party acting under the direction of the Commonwealth;
 - (2) any material provided by the Commonwealth to the Licensor and incorporated into, or used to prepare the product;

- (3) use of the Software after Licensor recommends discontinuation because of possible or actual infringement and has provided one of the remedy's under Section 5(e) or Section 5(f) above;
 - (4) use of the Licensed Products in other than its specified operating environment;
 - (5) the combination, operation, or use of the Licensed Products with other products, services, or deliverables not provided by the Licensor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Licensor did not provide;
 - (6) infringement of a non-Licensor product alone;
 - (7) the Commonwealth's use of the Licensed Product beyond the scope contemplated by the Agreement; or
 - (8) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Licensor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section 5, shall be the Licensor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

6. **Virus, Malicious, Mischievous or Destructive Programming:** Licensor warrants that the Licensed Product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the Licensed Products (each a "Virus"). However, the Licensed Products may contain a key limiting use to the scope and quantity of the license(s) granted, and license keys issued by Licensor for temporary use are time-sensitive.

The Commonwealth's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the Licensed Products with a copy that does not contain Virus, and (b) if the Commonwealth, has suffered an interruption in the availability of its computer system caused by Virus contained in the Licensed Product, reimburse the Commonwealth for the actual reasonable cost to remove the Virus and restore the Commonwealth's most recent back up copy of data provided that:

- (a) the Licensed Products have been installed and used by the Commonwealth in accordance with the Documentation;
- (b) the Licensed Products has not been modified by any party other than Licensor;
- (c) the Commonwealth has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the Licensed Products and

has used a generally accepted antivirus software to screen the Licensed Products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commonwealth for loss of the Commonwealth's data arising from the failure of the Licensed Products to conform to the warranty stated above.

7. **Limitation of Liability:** The Licensor's liability to the Commonwealth under this Agreement shall be limited the total dollar amount of purchase orders issued for Licensed Products and services covered by this Agreement during the during the twelve (12)-month period prior to the event giving rise to the damage claim. This limitation does not apply to damages for:
- (a) bodily injury;
 - (b) death;
 - (c) intentional injury;
 - (d) damage to real property or tangible personal property for which the Licensor is legally liable;
 - (e) Licensor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 5; or
 - (f) damages related to a breach of the security of a system maintained or managed by the Licensor, including the costs for notification, mitigation and credit monitoring services required due to such breach.

In no event will the Licensor be liable for consequential, indirect, special or punitive incidental damages unless otherwise specified in the Agreement.

8. **Payment:** The Commonwealth will make purchase through its software reseller as the Commonwealth's agent by way of a purchase order, which shall control with regard to payment amounts and provisions. The Commonwealth's reseller shall purchase Software and services from Licensor, on behalf of the Commonwealth, pursuant to purchase orders to Licensor. Upon acceptance by Licensor of such purchase orders, such purchase orders shall control as to pricing only; additional terms and conditions on such purchase orders are not applicable as the terms of this Agreement and its Exhibits shall control.

The Commonwealth's obligation is to pay its reseller in accordance with its purchase order with the Commonwealth's reseller and Licensor shall look to the Commonwealth's reseller for payment;. however, in the event that the Commonwealth's reseller fails to pay Licensor in accordance with the terms of Exhibit A, the Commonwealth understands and agrees that, other than collection (for which Licensor shall proceed only against the Commonwealth's reseller) Licensor shall notify the Commonwealth of such default and may exercise against

the Commonwealth such other remedies as Licensor may have for nonpayment under Exhibit A.

9. Termination:

- (a) Licensor may not terminate this Agreement, or an order from any Commonwealth agency issued pursuant to any of the Exhibits to this Agreement, for non-payment; however, as described under Section 8 above, in the event that the Commonwealth's reseller fails to pay Licensor in accordance with the terms of Exhibit A, the Commonwealth understands and agrees that, other than collection (for which Licensor shall proceed only against such reseller) Licensor may exercise against the specific Commonwealth agency that issued a purchase order such other remedies as Licensor may have for nonpayment under Exhibit A solely as it pertains to the specific Commonwealth agency which issued the purchase order.
- (b) The Commonwealth may terminate this Agreement without cause by giving Licensor 30 calendar days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination is in the best interest of the Commonwealth (Termination for Convenience).

10. Background Checks:

- (a) Upon prior written request by the Commonwealth, Licensor must, at its expense, arrange for a background check for each of its employees, as well as for the employees of its subcontractors, who will have access to the Commonwealth's IT facilities, either through on site or remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx>. The background check must be conducted prior to initial access by an IT employee and annually thereafter.
- (b) Before the Commonwealth will permit an employee access to the Commonwealth's facilities, Licensor must provide written confirmation to the office designated by the agency that the background check has been conducted. If, at any time, it is discovered that an employee has a criminal record that includes a felony or misdemeanor involving terrorist threats, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility; or which raises concerns about building, system, or personal security, or is otherwise job-related, Licensor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee, and shall not permit that employee remote access to Commonwealth facilities or systems, unless the agency consents, in writing, prior to the access being provided. The agency may withhold its consent at its sole discretion. Failure of Licensor to comply with the terms of this paragraph may result in default of Licensor under its Agreement with the Commonwealth.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10 Amended, Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings](#). The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

11. Confidentiality:

- (a) For purposes of this Agreement, "Confidential Information" of a party shall mean (1) with respect to Commonwealth, all data and other information of or in the possession of the Commonwealth or any Commonwealth Agency or any private individual, organization or public agency, in each case to the extent such information and documentation is not permitted to be disclosed to third parties under local, Commonwealth or Federal laws and regulations or pursuant to any policy adopted by Commonwealth or pursuant to the terms of any third party agreement to which Commonwealth is a party and (2) with respect to Licensor, all information identified in writing by Licensor as confidential or proprietary to Licensor or its subcontractors.
- (b) All Confidential Information of or relating to a party shall be held in confidence by the other party to the same extent and in at least the same manner as such party protects its own confidential or proprietary information. Neither party shall disclose, publish, release, transfer or otherwise make available any Confidential Information of the other party in any form to, or for the use or benefit of, any person or entity without the other party's consent. Subject to the other provisions of this Agreement, each party shall, however, be permitted to disclose relevant aspects of the other party's Confidential Information to its officers, agents, subcontractors and personnel and to the officers, agents, subcontractors and personnel of its corporate affiliates or subsidiaries to the extent that such disclosure is reasonably necessary for the performance of its duties and obligations under this Agreement; provided, however, that such party shall take all reasonable measures to ensure that Confidential Information of the other party is not disclosed or duplicated in contravention of the provisions of this Agreement by such officers, agents, subcontractors and personnel and that such party shall be responsible for any unauthorized disclosure of the Confidential Information of the other party by such officers, agents, subcontractors or personnel; and further provided, that if the disclosure is by the Commonwealth to another contractor or sub-contractor, such disclosure is subject to a suitable non-disclosure agreement imposing equally or

more stringent requirements for data privacy and security. The obligations in this Section 11(b) shall not restrict any disclosure by either party pursuant to any applicable law, or in accordance with the order of any court or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order in a timeframe to allow the non-disclosing party to resist the disclosure) and, except to the extent provided otherwise by any applicable law, shall not apply with respect to information which:

- (1) is developed by the other party without violating the disclosing party's proprietary rights,
- (2) is or becomes publicly known (other than through unauthorized disclosure),
- (3) is disclosed by the owner of such information to a Third Party free of any obligation of confidentiality,
- (4) is already known by such party without an obligation of confidentiality other than pursuant to this Agreement or any confidentiality contract entered into before the Effective Date of the Agreement between Commonwealth and Licensor, or
- (5) is rightfully received by the disclosing party free of any obligation of confidentiality.

(c) Each party shall:

- (1) Notify the other party promptly of any known unauthorized possession, use or knowledge of the other party's Confidential Information by any person or entity.
- (2) Promptly furnish to the other party full details known by such party relating to the unauthorized possession, use or knowledge thereof and shall use reasonable efforts to assist the other party in investigating or preventing the recurrence of any unauthorized possession, use or knowledge of the other party's Confidential Information.
- (3) Use reasonable efforts to cooperate with the other party in any litigation and investigation against third parties deemed necessary by the other party to protect its proprietary rights.
- (4) Promptly use all reasonable efforts to prevent a recurrence of any such unauthorized possession, use or knowledge of the other party's Confidential Information.

(d) Each party shall bear the cost it incurs as a result of compliance with this Section 11. The obligations in this Section 11 shall not restrict any disclosure by either

party pursuant to any applicable law or pursuant to the order of any court or other legal process or government agency of competent jurisdiction (provided that the disclosing party shall give prompt notice to the non-disclosing party of such order in a timeframe to allow the non-disclosing party to resist the disclosure).

- (e) The Licensor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (1) Prepare an un-redacted version of the appropriate document, and
 - (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (3) Prepare a signed written statement that states:
 - 1. the attached document contains confidential or proprietary information or trade secrets;
 - 2. the Licensor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - 3. the Licensor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
 - (4) Submit the two documents with the signed written statement to the Commonwealth.
- (f) When the Agreement expires or terminates, and at any other time at the written request of a party, the other party must promptly return to such party all of such party's Confidential Information and Data (and all copies of this information) that is in the other party's possession or control, in whatever form. With regard to Commonwealth's Confidential Information and/or Data, Licensor will comply with the requirements of Section 11(e), above.
- (g) Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

12. Agency-specific Sensitive and Confidential Commonwealth Data (If applicable)

- (a) Licensor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of

the Licensed Products on any Commonwealth agency facilities, the Licensor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements, a sample of which is attached hereto as Attachment 2. This sign-off document (a sample of which is attached hereto as Attachment 3), will include a description of the nature of the data which may be implicated based on the nature of the Licensor's access, and will incorporate the Business Associate Agreement if it is applicable.

- (b) Licensor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the installation of the Licensed Products), the Licensor is and shall remain compliant with all applicable state and federal law and policy regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory of the Licensor authorized to bind the Licensor is valid and is hereby integrated and incorporated by reference into this Agreement.
- (c) This Section 12 does not require a Commonwealth agency to exhaustively list the law to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Licensor's access, to refer the Licensor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this Section 12 are in addition to and not in lieu of other requirements of this Agreement, its Exhibits and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Licensor comply with the Commonwealth's *Requirements for Non-Commonwealth Hosting Applications/Services*, and all applicable Commonwealth ITPs, which can be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Licensor shall conduct additional background checks, in addition to those required in Section 10 of this Agreement, as may be required by a Commonwealth agency in its sign-off documents. The Licensor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Agreement. The Licensor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

13. Sensitive Information

- (a) The Licensor shall not publish or otherwise disclose, except to the Commonwealth or the Licensor's subcontractors, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a way that allows the

information or data furnished by or about any particular person or establishment to be identified.

- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Agreement for any purpose not connected with the parties' Agreement responsibilities.
- (c) Licensor will comply with all obligations applicable to it under all applicable data protection legislation in relation to all personal data that is processed by it in the course of performing its obligations under this Agreement including by:
 - (1) Maintaining a valid and up to date registrations and certifications; and
 - (2) Complying with all data protection legislation applicable to cross border data flows of personal data and required security measures for personal data.
- (d) Additionally, neither the Agreement nor any pricing information related to the Agreement, nor purchase orders issued pursuant to the Agreement, will be deemed confidential.

14. Publicity/Advertisement: The Licensor must obtain written Commonwealth approval prior to mentioning the Commonwealth or a Commonwealth agency in an advertisement, endorsement, or any other type of publicity. This includes the use of any trademark or logo.

15. Portability. The parties agree that a Commonwealth agency may move a Licensed Product from machine to machine, whether physical or virtual, and to other locations, where those machines and locations are internal to the Commonwealth or to a Commonwealth contractor, as long as such relocation and the use being made of the Licensed Product comports with the license grant and restrictions. Notwithstanding the foregoing, a Commonwealth agency may move the machine or appliance provided by the Licensor upon which the Licensed Product is installed.

16. Taxes-Federal, State and Local: The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax-free purchases under registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas-guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania sales tax, local sales tax, public transportation assistance taxes, and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this Section 16 is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental or lease

of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

- 17. Commonwealth Audit Responsibilities:** Commonwealth will maintain, and promptly provide to Reseller upon its request, accurate records regarding use of the Licensed Product by or for the Commonwealth. If the Commonwealth becomes aware of any unauthorized use of all or any part of the Licensed Product, the Commonwealth will notify Reseller promptly, providing reasonable details. The limit of the Commonwealth's responsibility for use of the Licensed Product by more individuals than are permitted by the licensing terms applicable to the Licensed Product shall be to purchase additional licenses and Maintenance and Support (if applicable) for such Licensed Products through the Commonwealth's software reseller.

Commonwealth will perform a self-audit upon the request of Licensor, which request may not occur more often than annually, and report any change in user count (hereinafter "True up number"). Commonwealth shall notify Licensor of the True up number no later than 45 calendar days after the request that the Commonwealth perform a self-audit. If the user count has increased, Commonwealth will make an additional purchase of the Licensed Products through its reseller, which is equivalent to the additional users. This Section 17 sets out the sole software license audit right under this Agreement.

- 18. List of Licensed Products:** Attached hereto and made a part hereof by this reference is Attachment 1, which sets out a list of products that may be licensed under this Agreement. With the consent of Commonwealth, the list of products on Attachment 1 may be updated by Licensor providing Commonwealth with a revised Attachment 1 that adds the new product to the list. In Commonwealth's discretion, its consent may be provided either via written communication directly to the Licensor or by providing a copy of said notice to the Commonwealth's software reseller to update Attachment 1.

No amendment will be required to add a new Licensed Product to the list. If, however, the Licensor desires to add a Licensed Product to the list that requires different license terms, an amendment to this Agreement or a new agreement will be required.

- 19. Right-to-Know Law:**

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101—3104 ("RTKL"), applies to this Agreement. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Licensor's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Licensor using the legal contact information provided in this Agreement. The Licensor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

- (c) Upon written notification from the Commonwealth that it requires the Licensor's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Licensor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Licensor shall:
 - (1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Licensor's possession arising out of this Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Agreement.
- (d) If the Licensor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Licensor considers exempt from production under the RTKL, the Licensor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Licensor explaining why the requested material is exempt from public disclosure under the RTKL.
- (e) The Commonwealth will rely upon the written statement from the Licensor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Licensor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (f) If the Licensor fails to provide the Requested Information within the time period required by these provisions, the Licensor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth.
- (g) The Commonwealth will reimburse the Licensor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (h) The Licensor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Licensor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall

hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Licensor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Licensor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (i) The Licensor's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Licensor has Requested Information in its possession.

20. Third party software. If the software utilizes or includes third party software and other copyrighted material and is subject, therefore, to additional licensing terms, acknowledgements or disclaimers compliance with this Agreement constitutes compliance with those third party terms. The parties agree that the Commonwealth, by acknowledging third party software, does not agree to any terms and conditions of the third party software agreements that are inconsistent with or supplemental to this Agreement.

21. Attorneys' Fees: The Commonwealth will not pay attorneys' fees incurred by or paid by the Licensor.

22. Controversies.

- (a) In the event of a controversy arising from the Agreement or Purchase Order, the Licensor, within six (6) months after the claim accrues, must file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Licensor asserts a controversy exists. If the Licensor fails to file a claim or files an untimely claim, the Licensor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within 60 days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
- (b) If the Licensor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Licensor. The contracting officer shall send his/her written determination to the Licensor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.

- (c) Within 15 days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Licensor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Licensor shall proceed diligently with the performance of the Agreement in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Licensor pursuant to the terms of the Agreement or Purchase Order.

23. Insurance: Licensor shall procure and maintain at its expense or cause to be maintained by any agents, contractors and subcontractors, as appropriate, the following types of insurance or maintain such self-insurance plans as shall be sufficient to insure against any claims, covering Licensor, its employees, agents, contractors and subcontractors:

- (1) Worker's Compensation Insurance for all of Licensor's employees and those of any subcontractor engaged in performing Services in accordance with the *Worker's Compensation Act* (77 P.S. § 101, *et seq.*).
- (2) Commercial general liability insurance providing coverage from claims for damages for personal injury, death and property of others. The limits of such insurance shall be in an amount not less than \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined. Such policies shall be occurrence based rather than claims-made policies and shall name the Commonwealth of Pennsylvania as an additional insured, as its interests may appear. The insurance shall not contain any endorsements or any other form designed to limit and restrict any action by the Commonwealth as an additional insured against the insurance coverages in regard to the Services performed for the Commonwealth.
- (3) Professional and Technology-Based Services Liability Insurance (insuring against damages and claim expenses as a result of claims arising from any actual or alleged wrongful acts in performing cyber and technology activities) in the amount of \$5,000,000, per accident/occurrence/annual aggregate.
- (4) Technology Products Liability/Professional Liability/Errors & Omissions Insurance in the aggregate amount of not less than \$5,000,000.
- (5) Comprehensive crime insurance in an amount of not less than \$5,000,000 per claim.
- (6) Information Security and Privacy Liability Insurance including Privacy Notification Costs (including coverage for Technology Professional Liability if not covered under Licensor's Professional Liability/Errors and Omissions Insurance referenced above) in the amount of \$5,000,000, per occurrence.

- (b) Prior to the expiration of any then effective insurance policy, Contractor shall furnish to Commonwealth certificates of insurance or other appropriate documentation (including evidence of renewal of insurance) evidencing all coverage referenced in this Section 23, as applicable, and naming Commonwealth as an additional insured to the extent of Licensor's indemnities contained in this Agreement. Licensor shall have included in all policies of insurance required hereunder a waiver by the insurer of all right of subrogation against Commonwealth in connection with any loss or damage thereby insured against. Such certificates or other documentation will include a provision whereby 30 days' notice must be received by Commonwealth prior to coverage cancellation or alteration of the coverage by either Licensor or its Subcontractors or the applicable insurer. Such cancellation or alteration shall not relieve Licensor of its continuing obligation to maintain insurance coverage in accordance with this Section 23.
 - (c) Licensor agrees to maintain such insurance for the life of any applicable purchase order issued pursuant to the Agreement.
 - (d) Upon request to and approval by the Commonwealth, Licensor's self-insurance of the types and amounts of insurance set for above shall satisfy the requirements of this provision, provided the Commonwealth may request of Licensor evidence each year ,during the term of the purchase order issued under the Agreement, that Licensor has sufficient assets to cover such losses.
- 24. Federal Requirements:** If applicable, in addition to the requirements set forth in Section 12 of this Agreement, the Licensor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Licensed Products. This sign-off document (a sample of which is attached hereto as Attachment 3), in addition to any applicable requirements of Section 12 of this Agreement, will include a description of the required federal provisions, along with the applicable forms necessary for the Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the purchase order.
- 25. Signatures:** The fully executed Agreement shall not contain ink signatures by the Commonwealth. The Licensor understands and agrees that the receipt of an electronically-printed Agreement with the printed name of the Commonwealth purchasing agent constitutes a valid, binding contract with the Commonwealth. The printed name of the purchasing agent represents the signature of that individual who is authorized to bind the Commonwealth to the obligations contained in the Agreement. The printed name also indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- 26. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and supersedes and integrates all prior discussions, agreements and understandings pertaining thereto. No modification of this Agreement will be effective unless in writing and signed by both Parties.

IN WITNESS WHEREOF, the Parties to this Agreement have executed it, through their respective duly authorized representatives.

Witness:

Licensor:

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

If a corporation, the Chairman, President, Vice-President, Senior Vice-President, Executive Vice-President, Assistant Vice-President, Chief Executive Officer and Chief Operating Officer must sign; if a sole proprietor, then the owner must sign; if a general or limited partnership, a general partner must sign; if a limited liability company, then a member must sign, unless it is a managed by a manager, then the manager must sign; otherwise a resolution indicating authority to bind the corporation must be attached to this Agreement.

**COMMONWEALTH OF PENNSYLVANIA
OFFICE OF ADMINISTRATION**

See paragraph 25

APPROVED:

See paragraph 25
Comptroller

APPROVED AS TO FORM AND LEGALITY:

See paragraph 25
Office of Chief Counsel

See paragraph 25
Office of General Counsel

See paragraph 25
Office of Attorney General

ATTACHMENT 1

LIST OF LICENSED PRODUCTS

With the consent of the Commonwealth, Licensor may add additional Licensed Products to this attachment by providing Commonwealth with a new copy of this Attachment 1.

Licensed Product:

The Licensed Product includes (list all titles covered by this agreement):

Attachment 2

Business Associate Agreements as provided by Agencies may differ:

COMMONWEALTH OF PENNSYLVANIA SAMPLE BUSINESS ASSOCIATE AGREEMENT

WHEREAS, the _____ (Covered Entity) and _____ (Business Associate) intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301-431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), [35 P.S. § 7607](#), [50 Pa. C.S. § 7111](#), [71 P.S. § 1690.108\(c\)](#), [62 P.S. § 404](#), [55 Pa. Code Chapter 105](#), [55 Pa. Code Chapter 5100](#), the Pennsylvania *Breach of Personal Information Notification Act*, [73 P.S. § 2301--2329](#), all as amended, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and,

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be used or disclosed only in accordance with this Agreement and the standards established by applicable laws and agency guidance; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI must be handled in accordance with this Agreement and the standards established by HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) “**Business Associate**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) “**Covered Entity**” shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.

- (c) **“HIPAA”** shall mean the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191.
- (d) **“HITECH Act”** shall mean the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (e) **“Privacy Rule”** shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.
- (f) **“Protected Health Information”** or **“PHI”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (g) **“Security Rule”** shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (h) **“Unsecured PHI”** shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. Stated Purposes For Which Business Associate May Use or Disclose PHI. The Parties hereby agree that Business Associate shall be permitted to use and/or disclose PHI provided by or obtained on behalf of Covered Entity for the following stated purposes, except as otherwise stated in this Agreement:

NO OTHER DISCLOSURES OF PHI OR OTHER INFORMATION ARE PERMITTED.

3. BUSINESS ASSOCIATE OBLIGATIONS:

- (a) **Limits on Use and Further Disclosure.** Business Associate shall not further use or disclose PHI provided by, or created or obtained on behalf of Covered Entity other than as permitted or required by this Addendum, as requested by Covered Entity, or as required by law and agency guidance.

- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary requirements as set forth in applicable federal and state statutory and regulatory requirements and agency guidance.
- (c) **Reports of Improper Use or Disclosure.** Business Associate hereby agrees that it shall report to _____ at _____, within two (2) days of discovery any use or disclosure of PHI not provided for or allowed by this Agreement.
- (d) **Reports on Security Incidents.** In addition to following the breach notification requirements in section 13402 of the *Health Information Technology for Economic and Clinical Health Act of 2009* (“HITECH Act”), as amended, and related regulations, the Privacy Rule, the Security Rule, agency guidance and other applicable federal and state laws, Business Associate shall report to _____ at _____, within two (2) days of discovery any security incident of which it becomes aware. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance. For purposes of the security incident reporting requirement, inconsequential unsuccessful incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate, need not be reported in accordance with this section, but may instead be reported in the aggregate on a monthly basis.
- (e) **Subcontractors and Agents.** At any time PHI is provided or made available to Business Associate subcontractors or agents, Business Associate shall provide only the minimum necessary PHI for the purpose of the covered transaction and shall first enter into a subcontract or contract with the subcontractor or agent that contains substantially the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Agreement.
- (f) **Right of Access to PHI.** Business Associate shall allow, for any PHI maintained in a designated record set, Covered Entity to have access to and copy an individual’s PHI within **five (5) business days** of receiving a written request from the Covered Entity. Business Associate shall provide PHI in the format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such

other form and format as agreed to by Business Associate and the individual. If the request is for information maintained in one or more designated record sets electronically and if the individual requests an electronic copy of such information, Business Associate must provide Covered Entity with access to the PHI in the electronic form and format requested by the individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by the Business Associate and Covered Entity. If any individual requests from Business Associate or its agents or subcontractors access to PHI, Business Associate shall notify Covered Entity within five (5) business days. Business Associate shall further conform with all of the requirements of [45 C.F.R. § 164.524](#) and other applicable laws, including the HITECH Act, as amended, related regulations and agency guidance. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this Section 3(f).

- (g) **Amendment and Incorporation of Amendments.** Within five (5) business days of receiving a written request from Covered Entity for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available and incorporate the amendment to enable Covered Entity to comply with [45 C.F.R. § 164.526](#), applicable federal and state law, including the HITECH Act, as amended and related regulations, the Privacy Rule, the Security Rule and agency guidance. If any individual requests an amendment from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity within five (5) business days.
- (h) **Provide Accounting of Disclosures.** Business Associate shall maintain a record of all disclosures of PHI made by Business Associate which are not excepted from disclosure accounting requirements under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule (all as amended) in accordance with [45 C.F.R. § 164.528](#) and other applicable laws and agency guidance, including the HITECH Act and related regulations. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, and the purpose of the disclosure. Business Associate shall make such record available to the Covered Entity within five (5) business days of a written request for an accounting of disclosures. Business Associate shall indemnify Covered Entity for costs/damages associated with Business Associate's failure to respond within the time frames set forth in this Section 3(h).
- (i) **Requests for Restriction.** Business Associate shall comply with requests for restrictions on disclosures of PHI about an individual if the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for treatment purposes), and the PHI pertains solely to a health care item or service for which the service involved was paid in full out-of-pocket. For other requests for restriction, Business associate shall otherwise comply with the Privacy Rule, as

amended, and other applicable statutory and regulatory requirements and agency guidance.

- (j) **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the use or disclosure of PHI received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Secretary of Health and Human Services or designee for purposes of determining compliance with applicable laws and agency guidance.
- (k) **Return or Destruction of PHI.** At termination of this Agreement, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this Agreement. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this Agreement to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.
- (l) **Maintenance of PHI.** Notwithstanding Section 3(k) of this Agreement, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under the various documentation requirements of this Agreement (such as those in Section 3(h)) for a period of six (6) years after termination of the Agreement, unless Covered Entity and Business Associate agree otherwise.
- (m) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this Agreement or the Privacy Rule, as amended. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this Agreement or applicable laws and agency guidance.
- (n) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Agreement, applicable laws or agency guidance.
- (o) **Grounds for Breach.** Non-compliance by Business Associate with this Agreement or the Privacy or Security Rules, as amended, is a breach of the Agreement, if Business Associate knew or reasonably should have known of such non-compliance and failed to immediately take reasonable steps to cure the non-compliance. Commonwealth may elect to terminate Business Associate's contract for such breach.
- (p) **Termination by Commonwealth.** Business Associate authorizes termination of this Agreement by the Commonwealth if the Commonwealth determines, in its sole

discretion, that the Business Associate has violated a material term of this Agreement.

- (q) **Failure to Perform Obligations.** In the event Business Associate fails to perform its obligations under this Agreement, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this Agreement and applicable laws and agency guidance.
- (r) **Privacy Practices.** Covered Entity will provide Business Associate with all applicable forms, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date designated by the Program or Covered Entity. Covered Entity may change applicable privacy practices, documents and forms. The Business Associate shall make reasonable endeavors to implement changes as soon as practicable, but not later than 45 days from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in [45 C.F.R. § 164.520](#).

4. OBLIGATIONS OF COVERED ENTITY:

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with applicable law and agency guidance, as well as changes to such notice. Covered Entity will post on its website any material changes to its notice of privacy practices by the effective date of the material change.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate in writing of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with [45 C.F.R. § 164.522](#), as amended, and other applicable laws and applicable agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) **Requests.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule, all as amended, if done by Covered Entity.

5. MISCELLANEOUS:

- (a) **Regulatory References.** A reference in this Addendum to a section in HIPAA, HITECH and related regulations, the Privacy Rule or the Security Rule refers to the most current version of the section in effect or as amended.
- (b) **Amendment.** The parties agree to take such action as is necessary to amend this Addendum from time to time in order to ensure compliance with the requirements of the HIPAA, HITECH and related regulations, the Privacy Rule, the Security Rule and any other applicable law, all as amended.
- (c) **Conflicts.** In the event that any terms of this Agreement are inconsistent with the terms of the Agreement, then the terms of this Agreement shall control.

Attachment 3

**Sign-Off Document No. [redacted], under Agreement No. [redacted]
Between
[Licensor [redacted]]. and the Commonwealth of PA, [Agency]
[Licensor [redacted]] Agency-level Deployment**

This document becomes, upon its execution by the signatories named below, a legally valid, binding part of Software License Requirements Agreement No. [redacted] between the Commonwealth and [redacted] (Licensor)., and is subject to the terms of that Agreement.

1. Scope of Deployment (need not be entire agency):
2. Nature of Data implicated or potentially implicated:
3. Agency Policies to which Licensor. is subject (incorporated by reference):
4. Background checks (describe if necessary):
5. Additional requirements (describe with specificity):
6. Is Licensor. a Business Associate (yes or no)?

If yes, the attached Business Associates Agreement, as completed by the Agency, is applicable and is hereby incorporated into this Sign-Off Document by reference.

Agency Contact Person signature and Date: _____

**[Licensor [redacted]]
Authorized Signatory and Date:** _____

APPENDIX F

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

Appendix H: Technical Submittal Response Template

Business Proposal

Instructions: Fill out the yellow shaded areas or where an Offeror Response is indicated. This section contains questions related to general supplier information. The Commonwealth would like to understand your company's background and financial stability.

Offeror Name:

General Questions and Supplier Stability

1. Provide the name, title, street address, city, state, zip code, e-mail address, and telephone numbers (including mobile) of the primary contact person for this RFP.

Name of Primary Contact	
Title	
Address	
City	
State	
Zip Code	
Email Address	-
Telephone	
Mobile	

2. Please provide the following corporate information.

Primary Line of Business:	
Type of Business Organization (e.g. LLC)	
# of years in business:	
# of employees:	
Annual Revenue for 2015:	
Annual Revenue for each of the last 5 years:	
Annual Revenue from Public Sector Clients for 2015:	
Name of Parent Company, if any:	
Name of Subsidiaries, if any:	

3. *Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Attach your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.*

Offeror Response

4. *Is your firm's primary line of business in the area of Information Technology Hardware and Services? Indicate with an "X" below:*

Yes No

5. *Are there other related lines of business that your firm is engaged in? If so, please list and describe.*

Offeror Response

6. *Are major changes (acquisitions, re-structuring, alliances, joint ventures) taking place in your organization? Please provide your answer as succinctly as possible since we are only asking for very critical business changes that might significantly impact our evaluation of your company/proposal.*

Offeror Response

7. *Who are your five largest customers? Please state the % of your revenue derived from your top 5 customers. Please list the % for each of your top 5 customers separately. (e.g., customer 1 - X%, customer 2 - Y%, customer 3 - Z%).*

Customer Name	2015 Revenue from Customer (\$)	% of Revenue derived from Customer

8. Objections and/or additions to standard Terms and Conditions and / or SLAs. Please document any objections and/or requested additions to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix E, Software License Requirements Agreement Template, and Appendix K, Service Level Requirements** here. Please attach redlined versions for all Appendices A, E, and K that you take exception to.

Offeror Response

9. Emergency Preparedness. Referencing RFP Part IV, Section IV-3 I, Emergency Preparedness, please describe your company's emergency response continuity of operations plan specific to this Lot. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:

- a) Employee training (describe Offeror's training plan, and how frequently it will be shared with employees)
- b) Identified essential business functions and key employees (of yours) necessary to carry them out
- c) Contingency plans for:
 - i.) How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii.) How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e) How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

Technical Submittal Response Template

Instructions: Fill out the yellow shaded areas or where an Offeror Response is indicated, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for which you are submitting a proposal.

Offeror Name:

Please indicate below with an “X” the Lots for which your company is submitting a proposal:

- a. Lot 1 – Desktops, Laptops, Tablets, Ultra-Portable Laptops
- b. Lot 2 – Tablets, Rugged Devices, Non-Traditional Desktops
- c. Lot 3 – General Information Technology Peripherals
- d. Lot 4 – Apple Devices
- e. Lot 5 – Server Hardware
- f. Lot 6 – Storage Hardware

Lot 1 – Desktops, Laptops and Ultra-Portable Laptops

All your answers in this section should be specific to Lot 1.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company’s understanding of the Commonwealth’s objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide for this Lot.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3 K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for your company’s proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Specify the steps, timing and associated roles and responsibilities, and include a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. INVENTORY/ASSET MANAGEMENT. Please describe your company’s inventory management process including its ability to share asset data records with the

Commonwealth. Additionally, how has your company have helped other states effectively manage their hardware assets?

Offeror Response

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

12. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how you will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

Offeror Response

14. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

Offeror Response

15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

16. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

17. SELF-CLEANSING. Referencing the Information Technology Policy ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.1.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent

sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

18. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

19. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

20. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops

All your answers in this section should be specific to Lot 2.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. INVENTORY/ASSET MANAGEMENT. Please describe your company’s inventory management process including its ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

Offeror Response

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

12. ASSET FLEXIBILITY. Please describe how your company can provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company’s supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

Offeror Response

14. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth’s current service environment by meeting or exceeding these requirements.

Offeror Response

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

16. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.2.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

19. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

Lot 3 – General Information Technology (IT) Peripherals

All your answers in this section should be specific to Lot 3.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. COVERAGE. Please describe the manufacturers your company carries, and describe the extent of coverage across product types and manufacturers.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Please specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps.

Offeror Response

9. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

10. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

Offeror Response

11. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

Offeror Response

12. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

13. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

14. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

Lot 4 – Apple Devices

All your answers in this section should be specific to Lot 4.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. **PRODUCT DESCRIPTIONS.** Please provide a detailed description of the items being proposed for this Lot. Please include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. **REFERENCES.** Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. **PAST PUBLIC SECTOR EXPERIENCE.** Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. **REPORTING.** Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. **STAFFING.** Please provide a staffing plan for your company’s proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff your company will be assigning to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process including your company's ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

Offeror Response

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into your product portfolio and rolling them out to customers?

Offeror Response

12. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

Offeror Response

14. DEVICE ENROLLMENT PROGRAM. Does your company participate in Apple's Device Enrollment Program?

Offeror Response

15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

16. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

17. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.4.ii.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

18. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

19. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

20. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

Lot 5 – Server Hardware and Services

All your answers in this section should be specific to Lot 5.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for your proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and

responsibilities. Include an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and include a summary chart. Please provide implementation steps as well as an explanation of how your company will assist the Commonwealth with its goal of standardizing server options.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

11. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process as well as how your company has helped other states effectively manage their hardware assets.

Offeror Response

12. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

13. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

14. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

Offeror Response

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

16. SELF-CLEANSING. Referring to Information Technology Policy ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.5.iii.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

19. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

20. CONSUMPTION BASED PRICING MODEL: Please describe and confirm your company's ability to provide a consumption based pricing model for any or all of the following scenarios: devices procured through this Lot and located onsite, in a third-party data center, or in a data center operated by your company. Also, provide a narrative description of each pricing model.

Offeror Response

Lot 6 – Storage Hardware and Services

All your answers in this section should be specific to Lot 6.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company’s understanding of the Commonwealth’s objectives and the products and services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**. Please also include your strategy to meet the Commonwealth’s Scalability and Reliability needs for these devices.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/ N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company's experience and provide detailed examples of your work specific to the references provided above for this Lot

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for your company's proposed services (specific to this Lot), outlining key staff and relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

11. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process as well as how your company has helped other states effectively manage their hardware assets.

Offeror Response

12. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

13. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

14. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

Offeror Response

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

16. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.6.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

19. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any

additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

20. CONSUMPTION BASED PRICING MODEL: Please describe and confirm your company's ability to provide a consumption based pricing model for any or all of the following scenarios: devices procured through this Lot and located onsite, in a third-party data center, or in a data center operated by your company. Also, provide a narrative description of each pricing model.

Offeror Response

APPENDIX I, LOBBYING CERTIFICATION FORM

**Certification for Contracts, Grants, Loans, and
Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) **If any** funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than **\$100,000** for such failure.

SIGNATURE: _____

TITLE: _____

DATE: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: a. bid/offer/application b. initial award c. post-award	3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____				
4. Name and Address of Reporting Entity: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; text-align: center; border: none;">Prime</td> <td style="width: 50%; text-align: center; border: none;">Subawardee</td> </tr> <tr> <td style="border: none;"></td> <td style="border: none; text-align: center;">Tier _____, if known :</td> </tr> </table>	Prime	Subawardee		Tier _____, if known :	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known :	
Prime	Subawardee					
	Tier _____, if known :					
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____					
8. Federal Action Number, if known : <input type="checkbox"/> <input type="checkbox"/>	9. Award Amount, if known : \$					
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):					
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date:					
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)				

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Appendix K, Service Level Agreements

Service Performance Category		Account Management						
SLA ID	Performance Metric	Description	Performance Threshold Level	Formula	Data Elements for Measurements & Reporting	Report(s)	Credits	Lot No.
AM-01	Customer Inquiry Response Time (CIRT)	The Contractor must return phone calls or respond to emails regarding initial request, queries, and problems within a maximum of four (4) business hours after a phone call is placed or an email is received.	95%	Response Times (RT) = Total Number of responses to inquiries that are <= 4 Business hours by Total Inquiries (TI) = Total Number of Inquiries $CIRT = (RT/TI)*100$	1. Response times for all calls by type per reporting period 2. Annual cumulative average response times by type to date 3. Total number of inquiries by type	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
AM-02	Quote Accuracy Consistency (QAC)	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.	99%	Quote Errors (QE) = Total Number of Quotes resubmitted or modified due to errors Total Quotes (TQ) = Total Number of Quotes $QAC = \{(TQ - QE)/TQ\}*100$	1. Total number of quotes that were reprocessed, modified, or resubmitted due to errors per reporting period 2. Annual cumulative number of quotes that were reprocessed, modified, or resubmitted due to errors to date 3. Total number of quotes processed per reporting period	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
AM-03	Quote Delivery for Catalog Items (QDCI)	The Contractor must provide quotes within two (2) business day for Hardware currently in the Contractor's catalog to the requesting agency.	100%	On-Time Catalog Item Quote Delivery (CIQD _{OT}) = Total Number of quotes with contractor catalog items that are delivered <= 2 Business day Total Catalog Item Quotes (TCIQ) = Total Number of quotes that consist of contractor catalog items $QDCI = (CIQD_{OT}/TCIQ)*100$	1. Total Number of quotes that consist of contractor catalog items 2. Total Number of quotes with contractor catalog items that are delivered on or before one (1) Business day per reporting period 3. Total Number of quotes with contractor catalog items that were not delivered on or before one (1) Business day per reporting period 4. Annual cumulative totals for QDCI that are not delivered on time	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
AM-04	Order Delivery (OD)	The Contractor must make delivery within fifteen (15) business days after receipt of	100%	On-Time Order Delivery (ODOT) = Total Number of orders in which the contractor makes delivery on or within fifteen (15) business days after receipt of an order Total Orders Processed (TOP) = Total Number of orders processed	1. Total number of orders processed within the reporting period 2. Total number of orders in which the contractor makes delivery on or within fifteen (15) business days after receipt of an order during the reporting period	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	2% Initial Credit. 1% additional credit	All

Appendix K, Service Level Agreements

AM-04.1	Order Delivery (OD)	an order. Dates will be agreed upon between the agency and Contractor.	100%	$OD = (OD_{OT} / TOP) * 100$	<p>3. Total number of orders in which the contractor did not make delivery on or within fifteen (15) business days after receipt of an order during the reporting period</p> <p>4. Annual cumulative total for orders in which the contractor did not make delivery on or within fifteen (15) business days after receipt of an order</p>	and/or as directed by the OA Contract Administrator	additional per week. Capped at 10% total.	1,2,3,4
AM-04.2	Order Delivery (OD)	The Contractor must make delivery within one (1) business day of original promised delivery date.	100%	<p>On-Time Order Delivery (OD_{OT}) = Total Number of orders in which the contractor makes delivery on or within one (1) business day of original promised delivery date</p> <p>Total Orders Processed (TOP) = Total Number of orders processed</p> $OD = (OD_{OT} / TOP) * 100$	<p>1. Total number of orders processed within the reporting period</p> <p>2. Total number of orders in which the contractor makes delivery on or within one (1) business day of original promised delivery date during the reporting period</p> <p>3. Total number of orders in which the contractor did not make delivery on or within one (1) business day of original promised delivery date during the reporting period</p> <p>4. Annual cumulative total for orders in which the contractor did not make delivery on or within one (1) business day of original promised delivery date</p>	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	2% Initial Credit. 1% additional per week. Capped at 10% total.	5,6

Appendix K, Service Level Agreements

AM-05	Invoice Receipt (IR)	The Contractor must provide invoices for all orders within sixty (60) days from the order date.	100%	<p>On-Time Invoice Receipt (OR_{OT}) = Total number of invoices that were provided to the customer on or within sixty (60) days after order date during the reporting period</p> <p>Total Orders Processed (TOP) = Total Number of orders processed</p> <p>IR = (OR_{OT}/ TOP)*100</p>	<ol style="list-style-type: none"> Total number of orders processed within the reporting period Total number of invoices that were provided to the customer on or within sixty (60) days after order date during the reporting period Total number of invoices that were not provided to the customer on or within sixty (60) days after order date during the reporting period Annual cumulative total for the total number of invoices that were not provided to the customer on or within sixty (60) days after order date 	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
AM-06.1	Defective Hardware Replacement (DHR)	The Contractor must replace any defective or incorrectly delivered hardware by overnight delivery at the Contractor's expense, upon request.	100%	<p>Total Hardware Item Replacement Claims (THIRC) = Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware</p> <p>Total Hardware Items Replaced (THIR) = the total number of hardware items that were replaced due to defective or incorrect hardware, on time</p> <p>DHR = (THIR/THIRC)*100</p>	<ol style="list-style-type: none"> Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware during the reporting period and annual cumulative totals Total number of hardware items that were replaced due to defective or incorrect hardware during the reporting period and annual cumulative totals 	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	2% of the defective order value initially. 1% additional per week. Capped at 10% total.	1,2,3,4
AM-06.2	Defective Hardware Replacement (DHR)	The Contractor must replace any defective or incorrectly delivered hardware at the Contractor's expense by the newly agreed upon delivery date.	100%	<p>Total Hardware Item Replacement Claims (THIRC) = Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware</p> <p>Total Hardware Items Replaced (THIR) = the total number of hardware items that were replaced due to defective or incorrect hardware, on time</p> <p>DHR = (THIR/THIRC)*100</p>	<ol style="list-style-type: none"> Total number of hardware items for which replacement claims were submitted due to defective or incorrect hardware during the reporting period and annual cumulative totals Total number of hardware items that were replaced due to defective or incorrect hardware during the reporting period and annual cumulative totals 	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	2% of the defective order value initially. 1% additional per week. Capped at 10% total.	5,6

Appendix K, Service Level Agreements

Service Performance Category		Service Management						
SLA ID	Performance Metric	Description	Performance Threshold Level	Formula	Data Elements for Measurements & Reporting	Report(s)	Credits	Lot No.
SM-01	Data Set Delivery (DSD)	The Contractor must provide the required equipment data, description, and specifications details within five (5) business days after equipment delivery date, using the formats, standards, and protocols defined by the Commonwealth	99%	<p>On-Time Data Delivery (DDOT) = Total number of orders in which the equipment data was provided within five (5) business days after actual equipment delivery using the integration standards and protocols defined by the Commonwealth</p> <p>Total Orders Processed (TOP) = Total Number of orders processed</p> <p>$DSD = (DDOT / TOP) * 100$</p>	<ol style="list-style-type: none"> 1. Equipment data file delivery date for each order for the reporting period 2. Equipment delivery date for each order during the reporting period 3. Total number of orders in which the equipment data was provided within five (5) business days after actual equipment delivery for each order during the reporting period 4. Total Orders Processed for the reporting period 	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All
SM-02	Data Set Integrity (DSI)	The contractor must provide accurate and complete equipment data, description, and specifications details using the formats, standards, and protocols defined by the Commonwealth	99%	<p>Data Error Resubmissions (DER) = Total Number of data resubmissions to the customer due to errors related to format, accuracy, completeness, or noncompliance</p> <p>Total Data Submissions (TDS) = Total number of data submission attempts to the customer</p> <p>$DSI = ((TDS - DER) / TDS) * 100$</p>	<ol style="list-style-type: none"> 1. Total number of data resubmissions to the customer due to errors related to format, accuracy, or completeness during the reporting period 2. Annual cumulative number of data error resubmissions that occurred due to errors related to format, accuracy, completeness, or noncompliance 3. Total number of data submission attempts during the reporting period 	Quarterly SLA Dashboard Reports and/or as directed by the OA Contract Administrator	N/A	All

Appendix K, Service Level Agreements

SM-03	Customer Satisfaction Rating (CSR)	The contractor must maintain a score of three (3) or higher on a scale of five (5) for all categories in each lot during an annual customer survey	15	<p>Annual Customer Satisfaction Rating based on survey results for each category greater than or equal to a score of three (3) on a scale of five (5).</p> <p><u>Scale</u></p> <p>1 - Poor</p> <p>2 - Fair</p> <p>3 - Good</p> <p>4 - Very Good</p> <p>5 - Excellent</p> <p>CSR = C1(Score) + C2(Score) + C3(Score) + C4(Score) + C5(Score)</p>	<p>Annual Customer Survey administered by OA will consist of the following categories:</p> <p>C1: Staff Professionalism and Courteousness</p> <p>C2: Responsiveness to customer inquiries, requests, and/or problems</p> <p>C3: Timeliness, completeness, and accuracy of quotes, orders, and invoices</p> <p>C4: Contractor is engaged providing end-to-end guidance and support from initial quote to pre and post equipment delivery</p> <p>C5: Demonstrates through actions a commitment to satisfying customer expectations and resolve problems</p>	Annual Report or as directed by the OA Contract Administrator	N/A	All
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Appendix L, Service Management Integration Requirements

The Commonwealth uses Information Technology Infrastructure Library (ITIL) aligned processes and supporting procedures for IT Service Management which includes IT Service Asset and Configuration Management (SACM), an IT Service Management (ITSM) tool (currently ServiceNow), a standard integration model, data model, and error handling methodology.

The aforementioned components are in a state of continual improvement and may be modified by the Commonwealth, at which time the Offeror(s) must work cooperatively with Commonwealth staff to accommodate needed changes.*

- A. The selected Offeror(s) must describe its approach to integration with the Commonwealth's IT Service Management (ITSM) system.
 - a. Offeror must use the Commonwealth's current integration model, data model, and error handling methodology, which are subject to change*.
 - b. Offeror must be able to integrate with the Commonwealth's current ITSM tool.
 - c. Offeror(s) must provide an asset (inventory) record and any supporting data to the Commonwealth at the time of asset/equipment shipment and/or delivery via the web service integration:
 - d. The selected Offeror(s) will supply the mandatory data fields in the format provided by the Commonwealth and defined in the ITSM data model.
 - e. The selected Offeror(s) may provide optional data fields, in a format provided by the Commonwealth and defined in the ITSM data model
- B. The selected Offeror must work cooperatively with Commonwealth staff, including but not limited to the ITSM Process Owners and the Commonwealth's ITSM Automation team to establish and modify integration as needed.
- C. The selected Offeror(s) will coordinate with Commonwealth staff to establish, test, and validate the asset/equipment data exchange via web service integration within the first month of contract execution and prior to any scheduled asset/equipment deliveries
- D. Specific OEM vendors' equipment will be required to integrate with the Commonwealth's monitoring tools via a standard interface using Simple Network Management Protocol (SNMP).

APPENDIX M

CONTRACT #
Statement of Work

for

Commonwealth of PA – (Agency)

PO Number: _____

AGENCY CONTACT:
AGENCY ADDRESS:

PHONE:
FAX:
E-MAIL:

A. Introduction

This Statement of Work ("SOW") is made ("Effective Date"), by and between the Commonwealth of PA – ("Agency"), with its principal office located at (Address) (hereinafter referred to as "Customer") and Insert full Supplier name, with its principal place of business at Insert Address (hereinafter referred to as "Supplier"). Supplier and Customer may also be referred individually as "Party" or collectively as "Parties."

Customer is responsible for promptly obtaining all required consents necessary for the Supplier to provide the services described in this Statement of Work. A required consent means any consent or approval required to give the Supplier software, firmware and other products to enable Supplier and Supplier's approved subcontractors to perform the services set forth in this Statement of Work without infringing on the ownership or license rights (including patent and copyright) of the providers or owners of such products.

The terms and conditions of contract #XXXXXXXXXX shall govern this SOW.

B. Project Overview and Tasks

Supplier will perform the following tasks (the "Project"):

Supplier to insert exact description of work to be performed

Agency Requirements & Room Preparation:

Any requirements for the agency must be inserted here

C. Time Estimates / Delivery Schedule

The actual Project start date will depend on following:

(below are examples only, ensure dates are provided)

- 1.) Scheduled availability of a qualified systems engineer. 5/10/06
- 2.) Receipt of equipment. 5/20/06
- 3.) Completion necessary cabling, ISP connection, etc. by other vendors if applicable. 5/20/06
- 4.) Receipt of signed SOW from Customer prior to proposed start date. 5/5/06

D. Project Cost

Project Cost is: \$

All work associated with the Project is performed during Mondays through Fridays, between the hours of 8am and 5pm local time, excluding holidays.

(Ensure an exact costing breakdown is provided)

E. SOW Acceptance

This SOW is acceptable. I (We) hereby acknowledge and confirm that I (We) have read this SOW and accept and approve the scope of work and related terms. I (We) understand that if additional work is required that by its nature was not known or determined at the time this SOW was executed, a written change order describing the additional work and any related expenses is required.

Please sign and FAX/email to **Supplier** at **fax number/email address**

Supplier

Commonwealth of PA – “**Agency**”

Approved (date): _____

Print Name of Authorized Signatory

Authorized **Supplier** Signature

Authorized **Agency** Signature

Authorized **Supplier** Signature

Title

F. Project Completed and Accepted

The Project was completed in accordance with this SOW. I (We) hereby accept as completed all work indicated in this SOW. I (We) acknowledge at there is nothing that should prevent prompt payment in accordance with the terms indicated above.

Approved (date): _____

Print Name of Authorized Signatory

Authorized **Supplier** Signature

Authorized **Agency** Signature

Authorized **Supplier** Signature

Title

PLEASE ATTACH HARD COPY OF PURCHASE ORDER
REFERENCING THIS SOW

Department of Transportation
California Statewide Transportation Planning

Schedule Information	
Start Date:	1/1/2010
End Date:	12/31/2010
Funding Information	
Funding Source:	
Funding Type:	
Funding Amount:	
Funding Agency:	

Line Item	Account	Page 1	Account	Account
1				
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Appendix P

Commonwealth of PA
RFP Intent to Respond Form
RFP Number 6100039046, Information Technology Hardware

Please return this form by e-mail to (RA-OITPurchases@state.pa.us) by the date specified within the RFP Calendar of Events.

Company Name: _____

Contact Name: _____

Contact Title: _____

Address: _____

Contact Telephone: _____

Contact Email: _____

Please indicate your intent to respond:

_____ We **do** plan to respond to this RFP

_____ We **do not** plan to respond to this RFP

Reason if you are **not** planning to respond:

APPENDIX R
MODEL FORM OF SMALL DIVERSE AND SMALL BUSINESS
SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of _____, 20__, by and between _____, ("Contractor") and _____, a Small Diverse Business or Small Business ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated _____ (the "Prime Contract") with the Department of _____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated _____ ("Letter of Intent") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Small Business Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Intent and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Small Business Commitment expressed in the Letter of Intent and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual

revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, or disability-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is self-certified as a Small Business in accordance with the requirements and procedures established by the Bureau of Diversity, Inclusion and Small Business Opportunities; [Subcontractor is also verified as a Small Diverse Business by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;]

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime Contract, which are incorporated herein by reference:

- (1) The Americans With Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) **Termination.** Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) **Audit Provisions.** The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Small Business Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. **Order of Precedence.** The Letter of Intent, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Intent;
- (c) The Prime Contract; and
- (d) The Procurement.

6. **Further Action.** The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. **Description of Services.** Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM]

8. **Small Diverse Business or Small Business Commitment.** The above-referenced Services represent ___ % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Small Business Commitment must be submitted in writing to the Bureau which will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):

_____.

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

_____.

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit ___ to this Subcontract. [ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

_____.

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Quarterly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each quarter. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor’s Small Diverse Business and Small Business Commitments. If there was no activity during the quarter, then the form must be completed by stating “No activity in this quarter.” A late fee of \$100.00 per day may be assessed against the Contractor if its Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Small Business Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Small Business Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeur. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably concerning the Parties' compliance with their Small Diverse Business and Small Business Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Small Business commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Business self-certification status and/or Small Diverse Business verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Businesses and Small Businesses contractual obligations will be considered by the Bureau during future procurement scoring processes. To the extent a party has failed to meet prior contractual commitments, the Bureau may recommend to the

Issuing Office that the party be determined non-responsible for the limited purpose of eligibility to receive SDB/SB points or consideration as a qualified Small Diverse Business or Small Business.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

If to Subcontractor:

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Small Business Commitment set forth in the Prime Contract as implemented through this Subcontract.

22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.

23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless

specified herein.

24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Small Business Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.

26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR SMALL BUSINESS RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR SMALL BUSINESS' PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

- Background Checks
- Confidentiality/Disclosure of Information
- Data Security
- Insurance
- Invoicing Requirements
- Environmental Protection
- Intellectual Property Rights
- Record Retention/Audits
- Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
- Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: _____
Signature

By: _____
Signature

Printed Name

Printed Name

Title

Title

Date

Date

DRAFT

APPENDIX S
LEASE
ACCEPTANCE
CERTIFICATE

Purchase order number _____ dated _____ 20 _____, by and between _____ (Contractor) and _____ (Commonwealth Agency).

ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have/has been delivered to _____ and accepted on the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in IFB 6100024368 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

Commonwealth Agency

Name

Title

Date

APPENDIX T
OCI SUPPLIER PUNCH-OUT OVERVIEW

Punch Out Creation – Supplier

1. Open Catalog Interface (OCI)
2. Connectivity
3. Return from Catalog
4. Return Fields
5. Required and Optional Fields
6. Product Numbers
7. Configurable Products

Before we begin discussion about a Punch Out Website, Do you?

- ✓ Use OCI and HTTP
- ✓ Have available 80 or 443 Portals only
- ✓ Use UNSPSC code as a material group number
- ✓ Able to return UNSPSC with product information
- ✓ Able to pass back CWOPA contract # and Line #
- ✓ Accept all CWOPA users under one unique identity

Open Catalog Interface: Structure

The Open Catalog Interface (OCI) incorporates external product catalogs into SRM Server applications. This way, data that is required in order to create shopping cart items in the SRM Server can be transferred directly from the external catalog to the SRM Server application. The interface uses the transfer mechanisms of Hyper Text Transfer Protocol (HTTP).

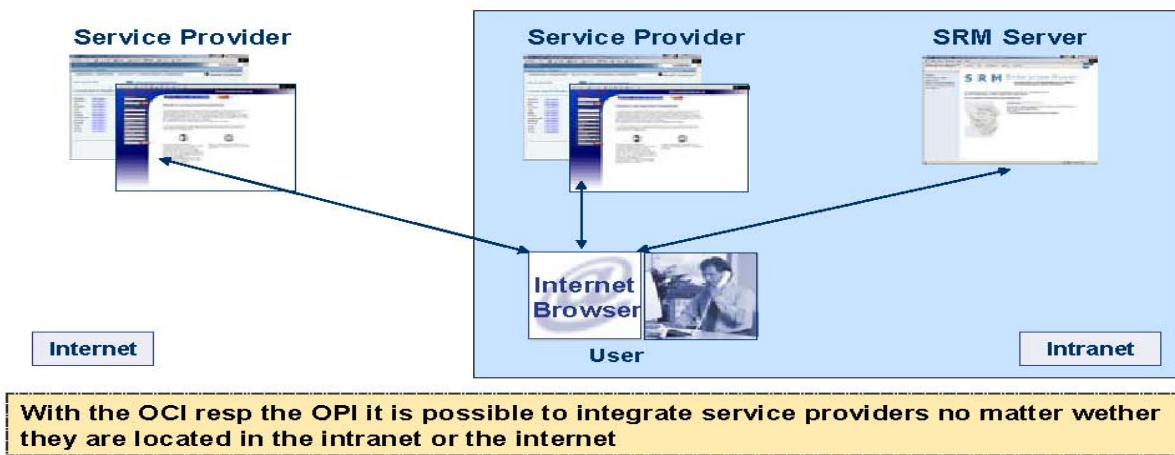
Structure

The vendor catalog interface consists of two sections: the outbound and the inbound sections.

Outbound Section The outbound section defines the information being sent from the SRM system to the vendor's catalog application. This includes such information as catalog URL and logon data that designated by the supplier.

Inbound Section The inbound section consists of information being sent from the vendor's catalog application to the SRM application. This section contains data on the items selected in the catalog, such as item descriptions, quantities ordered, and prices.

OCI/OPI Overview



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THE BEST-RUN BUSINESSES RUN SAP 

Graphic 1: System landscape

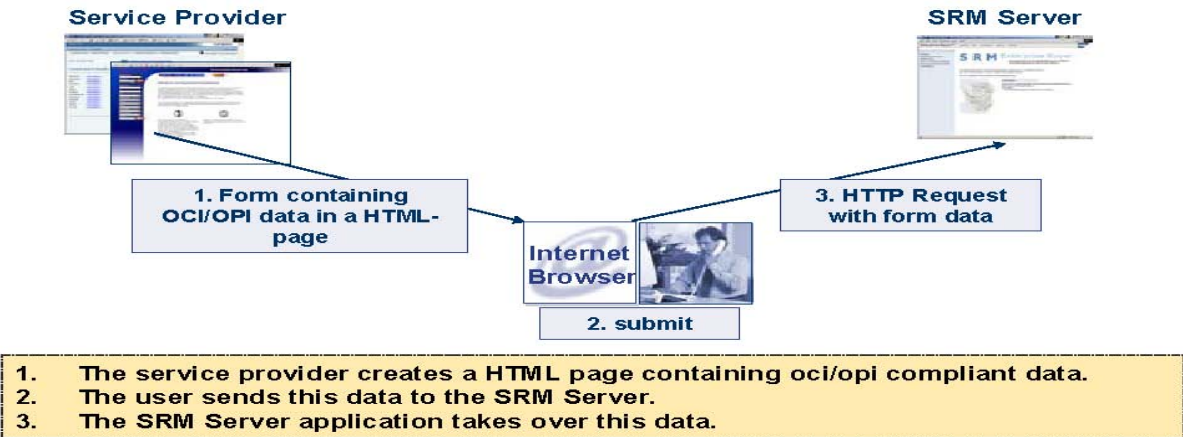
Connectivity

- ✓ The commonwealth uses 80/443 Portal only. In order to begin our Punch Out catalog the supplier must be able to use this port.
- ✓ In order for a product catalog to be called up via the Intranet or Internet, its URL must be known in the SRM Server. If the product catalog requires additional parameters for the call-up (for example, log-on names or language identifier), these must also be known in the SRM Server before the call-up.
- ✓ Most suppliers require a password to limit access to the website. Only one password for the whole of the Commonwealth will be used.

Return From Catalog

A HTML form is used to transfer the selected product data to the SRM Server. This form is part of a HTML page that must be created by the catalog. This page (the last page that is displayed by the catalog) is sent to the user's browser. The user can now send the form from this page to the SRM Server application that then takes over the form data.

OCI/OPI architecture II: taking over the data into the SRM Server Application



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Graphic 2: Transfer of the data

Return Data Fields

The naming convention for the fields in the OCI is as follows:

NEW_ITEM-<Field name>[<index>]. The field type is always CHAR.

INBOUND SECTION

Name	Length	Required/Optional	Details
NEW_ITEM-DESCRIPTION[n]	40	Required *	Description of the item
NEW_ITEM-MATNR[n]	40	Required* **	The SAP product number of the item
NEW_ITEM-QUANTITY[n]	15	Required	Item Quantity. (11 digits before the decimal point, 3 after it. Do not use commas for thousands. The decimal point "." is included as 1 character)
NEW_ITEM-UNIT[n]	3	Required**	Unit of measure of the item. Must be the standard ISO code. A list will be provided.
NEW_ITEM-PRICE[n]	15	Required***	Price unit of the item. (11 digits before the decimal point, 3 after it. Do not use commas for thousands. The decimal point "." is included as 1 character)
NEW_ITEM-PRICEUNIT[n]	5	Required	The number of units that must be purchased at the given price. (if empty, defaults to 1).
NEW_ITEM-CURRENCY[n]	5	Required***	Must be "USD".

NEW_ITEM-LEADTIME[n]	5	Optional	Delivery time of the item in days. If not specified, no assumptions will be made about the lead-time.
NEW_ITEM-LONGTEXT_n:132[]	Unlimited	Required	Long text for the item. (This field is an exception for field length).
NEW_ITEM-VENDOR[n]	10	Required	Vendor number will be provided.
NEW_ITEM-VENDORMAT[n]	40	Optional	Vendor product number of the product.
NEW_ITEM-MANUFACTCODE[n]	10	Optional	Manufacturer's number
NEW_ITEM-MANUFACTMAT[n]	40	Optional	The manufacturer's part number of the product.
NEW_ITEM-MATGROUP[n]	10	Required	SAP material group. UNSPSC standard.
NEW_ITEM-SERVICE[n]	1	Optional	If this is a service item, Flag: the item is a service.
NEW_ITEM-CONTRACT[n]	10	Required/*****	SRM/SAP contract number. It will be provided.
NEW_ITEM-CONTRACT_ITEM[n]	5	Required/***** Optional	Line item number within a contract. Would be blank if the contract is a basic contract. Buyer would provide this information
NEW_ITEM-EXT_QUOTE_ID[n]	35	Required/***** Optional	Number of an external bid. Example: The catalog is able to create a quotation in the selling system. This is a reference to this quotation.
NEW_ITEM-EXT_QUOTE_ITEM[n]	10	Required/***** Optional	Item of external bid. A reference to an external quotation item.
NEW_ITEM-EXT_PRODUCT_ID[n]	40	Optional	Key to identify a product in the catalog for the vendor.
NEW_ITEM-ATTACHMENT[n]	255	Optional	URL of the attachment (the attachment must be accessible for downloading under this URL).
NEW_ITEM-ATTACHMENT_TITLE[n]	255	Optional	If the attachment title is transferred, this field contains this title. Otherwise, the field contains the file name taken from the field NEW_ITEM-ATTACHMENT.
NEW_ITEM-ATTACHMENT_PURPOSE[n]	1	Optional	If an attachment refers to a configuration, for a PC or car, for example, this field contains the letter C.
NEW_ITEM-EXT_SCHEMA_TYPE[n]	10	Optional****	Name of a schema via which was imported into SRM.
NEW_ITEM-EXT_CATEGORY_ID[n]	60	Optional****	Unique key for an external category from the schema above, independent of the version of the schema.
NEW_ITEM-EXT_CATEGORY[n]	40	Optional****	Unique key for an external category from the schema above, dependent of the version of the schema.

NEW_ITEM-SLD_SYS_NAME[n]	60	Optional	Name of a system in the System Landscape Directory
NEW_ITEM-CUST_FIELD1[n]	10	Optional	Customer-specific field
NEW_ITEM-CUST_FIELD2[n]	10	Optional	As above
NEW_ITEM-CUST_FIELD3[n]	10	Optional	As above
NEW_ITEM-CUST_FIELD4[n]	20	Optional	As above
NEW_ITEM-CUST_FIELD5[n]	50	Optional	As above

- * Either NEW_ITEM-DESCRIPTION[n] or NEW_ITEM-MATNR[n] must be filled. Only one of the two should be filled.
- ** NEW_ITEM-UNIT[n] if NEW_ITEM-MATNR[n] has not been filled
- *** NEW_ITEM-CURRENCY[n] if NEW_ITEM-PRICE[n] has been filled
- **** NEW_ITEM-EXT_SCHEMA_TYPE[n] if NEW_ITEM-EXT_CATEGORY_ID[n] or NEW_ITEM-EXT_CATEGORY[n] are used
- ***** NEW_ITEM-EXT_QUOTE_ID[n] if NEW_ITEM-EXT_QUOTE_ITEM[n] has been used
- ***** NEW_ITEM-CONTRACT[n] if NEW_ITEM-CONTRACT_ITEM[n] has been used

Required and Optional Fields

The following fields are **required** fields in all cases:

- Either NEW_ITEM-DESCRIPTION[n] or NEW_ITEM-MATNR[n] must be filled. Only one of the two should be filled.
- NEW_ITEM-QUANTITY[n]

The following fields are required fields depending on conditions:

- NEW_ITEM-UNIT[n] if NEW_ITEM-MATNR[n] has not been filled
- NEW_ITEM-CURRENCY[n] if NEW_ITEM-PRICE[n] has been filled
- NEW_ITEM-EXT_SCHEMA_TYPE[n] if NEW_ITEM-EXT_CATEGORY_ID[n] or NEW_ITEM-EXT_CATEGORY[n] are used
- NEW_ITEM-EXT_QUOTE_ID[n] if NEW_ITEM-EXT_QUOTE_ITEM[n] has been used
- NEW_ITEM-CONTRACT[n] if NEW_ITEM-CONTRACT_ITEM[n] has been used

All other fields are optional.

Product Numbers

There are four fields in the interface that describe product numbers:

- NEW_ITEM-MATNR[n]: The product number in the SRM System of the purchaser
- NEW_ITEM-VENDORMAT[n]: The vendor's product number
- NEW_ITEM-MANUFACTMAT[n]: The manufacturer's product number
- NEW_ITEM-EXT_PRODUCT_ID[n]: The number that uniquely identifies the product in the catalog.

These product numbers may not be mixed or used for other purposes; in particular the field NEW_ITEM-MATNR[n] may only be filled if the product number in the customer system is known to the catalog.

Configurable Products

Some products (such as PCs) can be configured in the catalog. However, the configuration information is not part of the OCI since the structure of this information differs greatly between providers. There are three alternatives for transferring such products with the OCI without losing

the configuration information.

- The catalog can create a bid in the sales system and can store the configuration information there. It can then use the fields NEW_ITEM-EXT_QUOTE_ID[n] and NEW_ITEM-EXT_QUOTE_ITEM[n] to transfer a reference to the bid. The bid number is copied to the SRM Server. The configuration information is only available in the sales system if you use this alternative. This variant is suitable for the local and extended classic scenario since the bid reference is not transferred to MM backend systems as standard. If, however, you wish the bid reference to be transferred, you can copy it in BAdI BBP_CATALOG_TRANSFER into the purchase order text for the item.
- The field NEW_ITEM-LONGTEXT_n:132[] can be used to transfer the configuration information as text. The content of the field is included in the purchase order text of the SRM Server shopping cart and of the subsequent purchase order; this way the configuration information is available in the SRM Server.
- The fields NEW_ITEM-ATTACHMENT[n] and NEW_ITEM-ATTACHMENT_PURPOSE[n] can be used to transport the configuration information. Since you can transfer files of any type as attachments, you should ensure that the file can also be displayed (using proprietary or uncommon file types is therefore not recommended). If you use XML files, for example, you should ensure that the formatting information (XSLT) is also included so that the file can be displayed. The configuration information is also available in the SRM Server with this alternative. This variant is only suitable for the local and the extended classic scenario because attachments are not currently transferred to MM backend systems.

STANDARD ISO CODES

ISO	ISO code	B11	Joule/(Kilogram Kelvin)	C24	Millipascal seconds
23	Gram/Cubic centimeter	B15	Joule/Mol	C26	Millisecond
28	Kilogram/Square meter	B22	Kiloampere	C29	Millitesla
2J	Cubic centimeter/second	B25	Kilobecquerel/kilogram	C31	Milliwatt
2M	Centimeter/second	B34	Kilogram/cubic decimeter	C34	Mole
2X	Meter/Minute	B42	Kilojoule/kilogram	C36	Mol per conductability
2Z	Millivolt	B44	Kilojoule/Mol	C38	Mol per liter
3B	Megajoule	B45	Kilomol	C39	Nanoampere
3H	Kilogram/Kilogram	B47	Kilonewton	C41	Nanofarad
4G	Microliter	B49	Kiloohm	C45	Nanometer
4H	Micrometer	B73	Meganewton	C47	Nanosecond
4K	Milliampere	B75	Megohm	C55	Newton/Square meter
4O	Microfarad	B78	Megavolt	C56	Newton/Square millimeter
4P	Newton/meter	B84	Microampere	C60	Ohm Centimeter
4T	Pikofarad	B98	Microsecond	C61	Ohm Meter
59	Parts per million	BAR	Bar	C62	One
61	Parts per billion (US)	BG	Bag	C65	Pascal second
A18	Becquerel/kilogram	BC	Bottle	CA	Canister
A87	Gigaohm	BX	Crate	CDL	Candela
A93	Gram/Cubic meter	C10	Millifarad	CEL	Celsius
A97	Hectopascal	C15	Millijoule	CLT	Centiliter
ACR	Acre	C16	Millimeter/second	CMK	Square Centimeter
AMP	Ampere	C18	Millimol	CMQ	Cubic centimeter
ANN	Year	C19	Mol/kilogram	CMT	Centimeter
B0	BTU/Cubic Foot	C22	Millinewton/meter	CR	Crate

CS	Case	KHZ	Kilohertz	PAD	PAD
CT	Carton	KJO	Kilojoule	PAL	Pascal
D10	Siemens per meter	KMH	Kilometer/hour	PCE	Piece
D33	Tesla	KMK	Square kilometer	PF	Pallet
D41	Ton/Cubic meter	KMQ	Kilogram per cubic meter	PK	Pack
D46	Voltampere	KMT	Kilometer	PR	Pair
D53	Watts per (Meter Kelvin)	KPA	Kilopascal	PT	Pint, US liquid
D87	Millimol/kilogram	KVA	Kilovoltampere	QT	Quart, US liquid
DAY	Day	KVT	Kilovolt	RC	Role
DD	Degree	KWH	Kilowatt-hour	S4	Square meter/second
DMQ	Cubic decimeter	KWT	Kilowatt	SEC	Second
DMT	Decimeter	L2	Liter/Minute	SMI	Mile
DR	Drum	LBR	US pound	TNE	Tonne (1000 kg)
DZN	Dozen	LTR	Liter	TCN	US TON
EA	Each	M1	Milligram/Liter	VLT	Volt
FAH	Fahrenheit	MAW	Megawatt	WEE	Week
FAR	Farad	MBR	Millibar	WTT	Watt
FOT	Feet	MGM	Milligram	YDK	Square Yard
FTK	Square foot	MHZ	Megahertz	YDQ	Cubic yard
FTQ	Cubic foot	MIK	Square mile	YRD	Yards
GE	US Pound/US Gallon	MIL	Thousand		
GJ	Gram/Milliliter	MIN	Minute		
GK	Gram/kilogram	MLT	Milliliter		
GL	Gram/liter	MMK	Square millimeter		
GLL	US gallon	MMQ	Cubic millimeter		
GM	Gram/square meter	MMT	Millimeter		
GP	Milligram/cubic meter	MON	Month		
GQ	Microgram/cubic meter	MPA	Megapascal		
GRM	Gram	MQH	Cubic meter/Hour		
GRO	Gross	MQS	Cubic meter per second		
GV	Gigajoule	M\$K	Meter per second squared		
HAR	Hectare	MTK	Square meter		
HLT	Hectoliter	MTQ	Cubic meter		
HTZ	Hertz	MTR	Meter		
HUR	Hour	MTS	Meters per second		
IE	Person	MVA	Megavoltampere		
INH	Inch	MWH	Megawatt Hour		
INK	Square inch	NA	Milligram/kilogram		
INQ	Cubic inch	NEW	Newton		
J2	Joule/Kilogram	OHM	Ohm		
JOU	Joule	ONZ	Ounce		
KEL	Kelvin	OZA	Fluid Ounce US		
KGM	Kilogram	P1	Percentage		
KGS	Kilogram per second	PA	Package		

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

Date: December 15, 2016

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: January 17, 2017 1:00 PM EST

Addendum Number: 1

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

The Commonwealth has posted the following documentation as part of this addendum:

- PA IT Hardware RFP (rev. 12.15.16) – Added bullet (vi) to section IV-3.A.5 and added bullet (vii) to section IV-3.A.6.
- Appendix H. Technical Submittal Response Template (rev. 12.15.16) – Added section 19 (Consumption Based Pricing Model) to the response template for Lots 5 and 6.
- Appendix C. Cost Submittal Response Template (rev. 12.15.16) – Added a “Consumption Based Pricing” Section to Lots 5 and 6.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops		\$ -
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ -
3 - General IT Peripherals		\$ -
4 - Apple Devices		\$ -
5 - Server Hardware		\$ -
6 - Storage Hardware		\$ -

Appendix H: Technical Submittal Response Template

Business Proposal

Instructions: Fill out the yellow shaded areas only. This section contains questions related to general supplier information. The Commonwealth would like to understand your company's background and financial stability.

Offeror Name:

General Questions and Supplier Stability

1. Provide the name, title, street address, city, state, zip code, e-mail address, and telephone numbers (including mobile) of the primary contact person for this RFP.

Name of Primary Contact	
Title	
Address	
City	
State	
Zip Code	
Email Address	
Telephone	
Mobile	

2. Please provide the following corporate information.

Primary Line of Business:	
Type of Business Organization (e.g. LLC)	
# of years in business:	
# of employees:	
Annual Revenue for 2015:	
Annual Revenue for each of the last 5 years:	
Annual Revenue from Public Sector Clients for 2015:	
Name of Parent Company, if any:	
Name of Subsidiaries, if any:	

3. *Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Attach your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.*

4. *Is your firm's primary line of business in the area of Information Technology Hardware and Services? Indicate with an "X" below:*

Yes

No

5. *Are there other related lines of business that your firm is engaged in? If so, please list and describe.*

6. *Are major changes (acquisitions, re-structuring, alliances, joint ventures) taking place in your organization? Please provide your answer as succinctly as possible since we are only asking for very critical business changes that might significantly impact our evaluation of your company/proposal.*

7. Who are your five largest customers? Please state the % of your revenue derived from your top 5 customers. Please list the % for each of your top 5 customers separately. (e.g., customer 1 - X%, customer 2 - Y%, customer 3 - Z%).

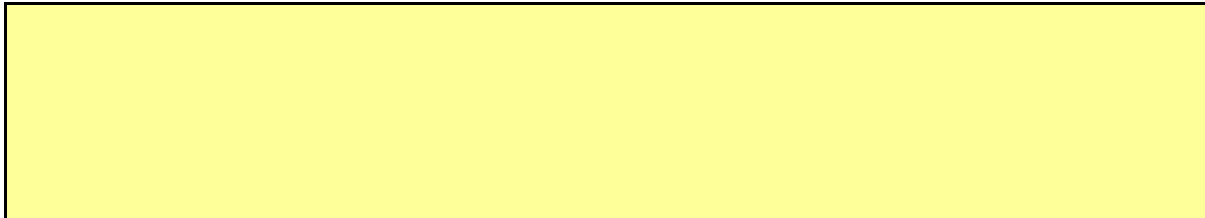
Customer Name	2015 Revenue from Customer (\$)	% of Revenue derived from Customer

8. **Objections and/or additions to standard Terms and Conditions and / or SLAs.** Please document any objections and/or requested additions to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix E, Software License Requirements Agreement Template, and Appendix K, Service Level Requirements** here. Please attach redlined versions for all Appendices A, E, and K that you take exception to.

9. **Emergency Preparedness.** Referencing RFP Part IV, Section IV-3 I, Emergency Preparedness, please describe your company’s emergency response continuity of operations plan specific to this Lot. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:

- a) Employee training (describe Offeror’s training plan, and how frequently it will be shared with employees)
- b) Identified essential business functions and key employees (of yours) necessary to carry them out
- c) Contingency plans for:

- i.) *How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.*
- ii.) *How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.*
- d) *How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.*
- e) *How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.*



Technical Submittal Response Template

Instructions: Fill out the yellow shaded areas only, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for which you are submitting a proposal.

Offeror Name:

Please indicate below with an “X” the Lots for which your company is submitting a proposal:

- a. Lot 1 – Desktops, Laptops, Tablets, Ultra-Portable Laptops
- b. Lot 2 – Tablets, Rugged Devices, Non-Traditional Desktops
- c. Lot 3 – General Information Technology Peripherals
- d. Lot 4 – Apple Devices
- e. Lot 5 – Server Hardware
- f. Lot 6 – Storage Hardware

Lot 1 – Desktops, Laptops and Ultra-Portable Laptops

All your answers in this section should be specific to Lot 1.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company’s understanding of the Commonwealth’s objectives and the services required by this RFP for this Lot.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide for this Lot.

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3 J, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

7. STAFFING. Please provide a staffing plan for your company’s proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Specify the steps, timing and associated roles and responsibilities, and include a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

[Redacted]

10. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process including its ability to share asset data records with the Commonwealth. Additionally, how has your company have helped other states effectively manage their hardware assets?

[Redacted]

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

[Redacted]

12. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how you will handle Standard Configuration Reviews and refresh the standard configurations.

[Redacted]

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

[Redacted]

14. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

[Redacted]

15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

[Redacted]

16. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

17. DATA CLEANSING. Referencing the Information Technology Policy ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.1.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware.

18. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

19. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops

All your answers in this section should be specific to Lot 2.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the

proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template.**

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/ N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3.J, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

[Redacted]

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

[Redacted]

10. INVENTORY/ASSET MANAGEMENT. Please describe your company’s inventory management process including its ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

[Redacted]

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

[Redacted]

12. ASSET FLEXIBILITY. Please describe how your company can provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

[Redacted]

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company’s supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

[Redacted]

14. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth’s current service environment by meeting or exceeding these requirements.

[Redacted]

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

16. DATA CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.2.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware.

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Lot 3 – General Information Technology (IT) Peripherals

All your answers in this section should be specific to Lot 3.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

3. COVERAGE. Please describe the manufacturers your company carries, and describe the extent of coverage across product types and manufacturers.

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company's experience and provide detailed examples of your work specific to the references provided above for this Lot.

6. REPORTING. Please describe how your company will meet the requirements in IV-3.J, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Please specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps.

9. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

10. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

11. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

12. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

13. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

14. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Lot 4 – Apple Devices

All your answers in this section should be specific to Lot 4.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Please include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

6. REPORTING. Please describe how your company will meet the requirements in IV-3.J, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

7. STAFFING. Please provide a staffing plan for your company's proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff your company will be assigning to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

10. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process including your company's ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into your product portfolio and rolling them out to customers?

12. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

14. DEVICE ENROLLMENT PROGRAM. Does your company participate in Apple's Device Enrollment Program?

15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

16. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

17. DATA CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.4.ii.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware.

18. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

19. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Lot 5 – Server Hardware and Services

All your answers in this section should be specific to Lot 5.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company’s understanding of the Commonwealth’s objectives and the services required by this RFP for this Lot.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/ N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company's experience and provide detailed examples of your work specific to the references provided above for this Lot.

6. REPORTING. Please describe how your company will meet the requirements in IV-3.J, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

7. STAFFING. Please provide a staffing plan for your proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Include an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and

include a summary chart. Please provide implementation steps as well as an explanation of how your company will assist the Commonwealth with its goal of standardizing server options.

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

10. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

11. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process as well as how your company has helped other states effectively manage their hardware assets.

12. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

13. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

14. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

16. DATA CLEANSING. Referring to Information Technology Policy ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.5.iii.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware.

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

19. CONSUMPTION BASED PRICING MODEL: Please describe your ability to provide a consumption based pricing model for devices procured through this lot and located onsite, in an outsourced data center and in a data center operated by your company. Also provide a narrative description of this pricing model.

Lot 6 – Storage Hardware and Services

All your answers in this section should be specific to Lot 6.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company’s understanding of the Commonwealth’s objectives and the products and services required by this RFP for this Lot.

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			

Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3.J, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

7. STAFFING. Please provide a staffing plan for your company’s proposed services (specific to this Lot), outlining key staff and relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps.

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

10. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth’s current service environment by meeting or exceeding these requirements.

11. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process as well as how your company has helped other states effectively manage their hardware assets.

12. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

13. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

14. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

16. DATA CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.6.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware.

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

18. **ACCESSIBILITY PLAN:** Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

19. **COMSUMPTION BASED PRICING MODEL:** Please describe your ability to provide a consumption based pricing model for devices procured though this lot and located onsite, in an outsourced data center and in a data center operated by your company. Also provide a narrative description of this pricing model.

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Wednesday, December 28, 2016 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology Bureau of IT Procurement Finance Building, Room 503 613 North Street Harrisburg, PA 17120-0400</p>	Issuing Office/Potential Offerors	Tuesday, December 20, 2016 at 9:00 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Wednesday, January 4, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Tuesday, January 17, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:

- a) **One (1) paper copy** of the **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
- b) **Eight (8) paper copies of the Technical Submittal (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
- c) **One (1) paper copy** of the **Cost Submittal (Appendix C)** (Cost Submittal envelope)
 - Complete the response sections for each Lot on which the Offeror is proposing
- d) **Two (2) paper copies of each Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q) and associated Letters of Intent (Appendix G).** (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q) and Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
- e) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy for each Lot on which Offeror is proposing**) (Technical Submittal envelope);
- f) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to section **I-13. Small Diverse Business / Small Business Information** for more information (SDB/SB Submittal envelope);
- g) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope); and
- h) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities** forms (**Appendix I**), if applicable (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.

The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business / Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;

- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119

Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
- (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 - (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 - (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office

has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.
- B. **Place for Filing.** A protest must be filed with the Agency Head Designee by either email or hardcopy.
 - (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
 - (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh

Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror which is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror which submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.
- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and

reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.
- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and

- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

(1) A "local public procurement unit" is:

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;

- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the *Commonwealth Procurement Code*. However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

- (3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and

acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
Department of General Services Certified Small Business Offeror	\$500
All Other Offerors	\$1,500

- (1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the proposal submittal.
- (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the Administrative Fee for each contract year and upon each renewal.

- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.
 - (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without

limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
- (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

I-31. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

A. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

B. **Additional Terms.**

- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.

- (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

C. Prices.

- (1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30.**
- (2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

D. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

E. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one (1)** electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business / Small Business - cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Template**, **Appendix C, Cost Submittal Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing the **template provided in Appendix H, Technical Submittal Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within Part IV, **Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing one submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services**, **Appendix K, Service Level Agreements** and **Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on the **Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal**.
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form. At minimum, the Letter of Intent must include the following:
 - (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or

Small Business (Offerors may use the historical data to establish an estimated dollar value); and

- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide; and
 - (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and
 - (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
 - (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The cost submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the Technical Submittal.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the Technical Submittal only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](#) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf>.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Problem, Offeror's Public Sector Experience and References, Reporting Ability, Personnel Qualifications, Cost Savings Plan, Emergent Technology Plans, and Service Integration and Asset Management Capabilities, Products and Services Proposed, and Implementation Plan.** Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available.

The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. Small Diverse Business Participation:

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. Two thirds (2/3) of the total points are allocated to Small Diverse Business participation (SDB %).
4. One third (1/3) of the total points is allocated to Small Business participation (SB %).
5. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

<p style="text-align: center;">Small Diverse Business and Small Business Raw Score =</p> <p style="text-align: center;">200 (SDB% + (1/3 * SB %))</p>

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M)**
– The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single Original Equipment Manufacturer (OEM) for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500K), Rugged Devices (\$1M) and Non-Traditional Desktops (\$150K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

- (4) All hard drives that exist are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- C. **Lot 3—General IT Peripherals** (\$16M historical annual spend)—IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.
- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
- (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.
- D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
- E. **Lot 5—Server Hardware** (\$13M in historical annual spend)—Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic – Two (2)-Day** On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical** – Mission-critical response with **four (4)-hour** on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend)—IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:

- (i) **Basic – Two (2)-Day On-site parts and/or labor dispatch**—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
- (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical** – Mission-critical response with **four (4)-hour on-site parts and/or labor on-site support**, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only original equipment manufacturers (OEMs) or certified resellers of brands listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks - November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include e a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only OEM or certified resellers of OEM will be considered for this lot.
- (ii) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy* http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders’ quadrant of Gartner’s Magic Quadrant for Modular Servers - May 2015 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Lenovo.

- (ii) Offerors must be able to provide the OEM's full server product line.
- (iii) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
- (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
- (v) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vi) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (November 2015) will be considered for this lot:
 - (a) Dell.
 - (b) EMC.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal**.

B. Associated Services.

- (1) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (2) Contractors should provide a quote for warranties and Services, when requested by the Commonwealth, at any time during the term of the contract. Standalone orders for warranties and maintenance made during the term of the contract may extend up to **four (4) years** past the expiration date of the contract.
- (3) The Commonwealth will develop a statement of work (“SOW”) for each Services order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. The Services may be purchased at the Commonwealth’s discretion.

Optional Services in scope are as follows:

- (i) Installation.
 - (ii) Asset Tagging.
 - (iii) Image Deployment.
 - (iv) Bundle—Install, Image Deployment, Tag.
 - (v) Data Transfer.
 - (vi) Preparation for Shipment.
 - (vii) Hard Drive Removal.
 - (viii) On-Premise Disk Wipe.
 - (ix) Off-Premise Disk Wipe.
 - (x) Relocation within 25 Miles.
 - (xi) Relocation Outside 25 Miles.
 - (xii) Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)
- (4) All quotes must comply with the following and be pre-approved by the Commonwealth at the outset of the contract.
 - (i) At a minimum, all quotes shall include: contract number, manufacturer contract number (if applicable), service period (if applicable), manufacturer product ID, manufacturer product title, line item descriptions, expected delivery date and related purchase

order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.

(ii) No additional terms and conditions may be attached to a quote.

(5) The Contractor must honor all quotes for at least **ninety (90) days**.

C. Order Fulfillment.

(1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders, the Commonwealth's standard order type.

(2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.

(3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance* of **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services**.

D. Key Personnel.

(1) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

(2) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.

(3) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are

expected to have sufficient technical expertise to ensure proper orders are taken.

- (4) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (i) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - (a) on a temporary basis within **one (1) week** of the availability change; and
 - (b) on a permanent basis no longer than **thirty (30) calendar days** from the availability change.
 - (ii) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with thirty **(30) calendar days'** written notice. In the event that a staff person is removed from the contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

E. Volume Orders:

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

F. Service Level Agreements. The Contractor must meet the SLAs as described in **Appendix K, Service Level Agreements.**

G. Standard Configuration Reviews.

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response**

Template, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.

- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

H. **Quarterly Business Reviews.** The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the contractor will be kept confidential by the Commonwealth. The objective of the above meeting is to reach a mutual agreement on product replacement during the life of the contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

I. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template**.

J. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:

- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the purchasing agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased including the manufacturer, product description/base configuration details, manufacturer part number and any additional upgrades purchased, and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided as well as the base configuration cost as well as the cost and quantity of any upgrades purchased. Please include the appropriate item cost or list price and associated markup or discount.

- (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information, Equipment Information, Maintenance/Services Information and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities, achievements, challenges, and Contractor’s recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.
- K. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- L. **Supply Chain Management / Managed Logistics.** The Commonwealth desires a contractor that can provide staging and storage, respond quickly to changing needs, and provide an effective order expediting process, if necessary.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations,

as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.

- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 - 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 - 4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E. If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F. The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within

ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating “No activity in this quarter.” A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.

- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror’s ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror’s Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

Date: December 16, 2016

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: January 17, 2017 1:00 PM EST

Addendum Number: 2

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

The Commonwealth has posted the following documentation as part of this addendum:

- PA IT Hardware RFP (rev. 12.16.16) – Updated the Pre-Proposal Conference Location, Date and Time. Conference to be held January 5, 2017 at 9:30 AM EST.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime

Title: Commodity Specialist

Email: RA-OITPurchases@pa.gov

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Wednesday, December 28, 2016 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Wednesday, January 4, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Tuesday, January 17, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:

- a) **One (1) paper copy** of the **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
- b) **Eight (8) paper copies of the Technical Submittal (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
- c) **One (1) paper copy** of the **Cost Submittal (Appendix C)** (Cost Submittal envelope)
 - Complete the response sections for each Lot on which the Offeror is proposing
- d) **Two (2) paper copies of each Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q) and associated Letters of Intent (Appendix G).** (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q) and Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
- e) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy for each Lot on which Offeror is proposing**) (Technical Submittal envelope);
- f) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to section **I-13. Small Diverse Business / Small Business Information** for more information (SDB/SB Submittal envelope);
- g) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope); and
- h) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities** forms (**Appendix I**), if applicable (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.

The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business / Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;

- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119

Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
- (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 - (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 - (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office

has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.
- B. **Place for Filing.** A protest must be filed with the Agency Head Designee by either email or hardcopy.
 - (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
 - (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh

Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror which is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror which submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.
- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and

reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.
- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and

- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

- A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

- (1) **A "local public procurement unit" is:**

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;

- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the *Commonwealth Procurement Code*. However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

- (3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and

acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
Department of General Services Certified Small Business Offeror	\$500
All Other Offerors	\$1,500

- (1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the proposal submittal.
- (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the Administrative Fee for each contract year and upon each renewal.

- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.
 - (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without

limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
- (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

I-31. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

A. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

B. **Additional Terms.**

- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.

- (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

C. Prices.

- (1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30.**
- (2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

D. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

E. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one (1)** electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business / Small Business - cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Template**, **Appendix C, Cost Submittal Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing the **template provided in Appendix H, Technical Submittal Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within Part IV, **Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing one submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services**, **Appendix K, Service Level Agreements** and **Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on the **Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal**.
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form. At minimum, the Letter of Intent must include the following:
 - (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or

Small Business (Offerors may use the historical data to establish an estimated dollar value); and

- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide; and
 - (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and
 - (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
 - (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The cost submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the Technical Submittal.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the Technical Submittal only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](#) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf>.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Problem, Offeror's Public Sector Experience and References, Reporting Ability, Personnel Qualifications, Cost Savings Plan, Emergent Technology Plans, and Service Integration and Asset Management Capabilities, Products and Services Proposed, and Implementation Plan.** Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available.

The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. Small Diverse Business Participation:

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. Two thirds (2/3) of the total points are allocated to Small Diverse Business participation (SDB %).
4. One third (1/3) of the total points is allocated to Small Business participation (SB %).
5. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

Small Diverse Business and Small Business Raw Score =

$$200 (SDB\% + (1/3 * SB \%))$$

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M)**
– The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single Original Equipment Manufacturer (OEM) for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500K), Rugged Devices (\$1M) and Non-Traditional Desktops (\$150K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

- (4) All hard drives that exist are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- C. **Lot 3—General IT Peripherals** (\$16M historical annual spend)—IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.
- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
- (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.
- D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
- E. **Lot 5—Server Hardware** (\$13M in historical annual spend)—Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic – Two (2)-Day** On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical** – Mission-critical response with **four (4)-hour** on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend)—IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:

- (i) **Basic – Two (2)-Day On-site parts and/or labor dispatch**—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
- (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical** – Mission-critical response with **four (4)-hour on-site parts and/or labor on-site support**, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only original equipment manufacturers (OEMs) or certified resellers of brands listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks - November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include e a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only OEM or certified resellers of OEM will be considered for this lot.
- (ii) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy* http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders’ quadrant of Gartner’s Magic Quadrant for Modular Servers - May 2015 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Lenovo.

- (ii) Offerors must be able to provide the OEM's full server product line.
- (iii) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
- (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
- (v) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vi) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (November 2015) will be considered for this lot:
 - (a) Dell.
 - (b) EMC.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal**.

B. Associated Services.

- (1) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (2) Contractors should provide a quote for warranties and Services, when requested by the Commonwealth, at any time during the term of the contract. Standalone orders for warranties and maintenance made during the term of the contract may extend up to **four (4) years** past the expiration date of the contract.
- (3) The Commonwealth will develop a statement of work (“SOW”) for each Services order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. The Services may be purchased at the Commonwealth’s discretion.

Optional Services in scope are as follows:

- (i) Installation.
- (ii) Asset Tagging.
- (iii) Image Deployment.
- (iv) Bundle—Install, Image Deployment, Tag.
- (v) Data Transfer.
- (vi) Preparation for Shipment.
- (vii) Hard Drive Removal.
- (viii) On-Premise Disk Wipe.
- (ix) Off-Premise Disk Wipe.
- (x) Relocation within 25 Miles.
- (xi) Relocation Outside 25 Miles.
- (xii) Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)

- (4) All quotes must comply with the following and be pre-approved by the Commonwealth at the outset of the contract.
 - (i) At a minimum, all quotes shall include: contract number, manufacturer contract number (if applicable), service period (if applicable), manufacturer product ID, manufacturer product title, line item descriptions, expected delivery date and related purchase

order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.

(ii) No additional terms and conditions may be attached to a quote.

(5) The Contractor must honor all quotes for at least **ninety (90) days**.

C. Order Fulfillment.

(1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders, the Commonwealth's standard order type.

(2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.

(3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance* of **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services**.

D. Key Personnel.

(1) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

(2) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.

(3) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are

expected to have sufficient technical expertise to ensure proper orders are taken.

- (4) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (i) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - (a) on a temporary basis within **one (1) week** of the availability change; and
 - (b) on a permanent basis no longer than **thirty (30) calendar days** from the availability change.
 - (ii) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with thirty **(30) calendar days'** written notice. In the event that a staff person is removed from the contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

E. Volume Orders:

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

F. Service Level Agreements. The Contractor must meet the SLAs as described in **Appendix K, Service Level Agreements.**

G. Standard Configuration Reviews.

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response**

Template, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.

- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

H. **Quarterly Business Reviews.** The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the contractor will be kept confidential by the Commonwealth. The objective of the above meeting is to reach a mutual agreement on product replacement during the life of the contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

I. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template**.

J. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:

- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the purchasing agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased including the manufacturer, product description/base configuration details, manufacturer part number and any additional upgrades purchased, and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided as well as the base configuration cost as well as the cost and quantity of any upgrades purchased. Please include the appropriate item cost or list price and associated markup or discount.

- (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information, Equipment Information, Maintenance/Services Information and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities, achievements, challenges, and Contractor’s recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.
- K. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- L. **Supply Chain Management / Managed Logistics.** The Commonwealth desires a contractor that can provide staging and storage, respond quickly to changing needs, and provide an effective order expediting process, if necessary.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations,

as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.

- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 - 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 - 4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E. If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F. The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within

ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating “No activity in this quarter.” A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.

- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror’s ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror’s Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

Date: December 22, 2016

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: January 27, 2017 1:00 PM EST

Addendum Number: 3

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

The Commonwealth has posted the following documentation as part of this addendum:

- PA IT Hardware RFP (rev. 12.22.16) – Updated the CALENDAR OF EVENTS.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime

Title: Commodity Specialist

Email: RA-OITPurchases@pa.gov

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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APPENDIX R, MODEL FORM OF SMALL DIVERSE BUSINESS AND SMALL BUSINESS SUBCONTRACT AGREEMENT

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Friday, January 13, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Friday, January 27, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:

- a) **One (1) paper copy** of the **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
- b) **Eight (8) paper copies of the Technical Submittal (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
- c) **One (1) paper copy** of the **Cost Submittal (Appendix C)** (Cost Submittal envelope)
 - Complete the response sections for each Lot on which the Offeror is proposing
- d) **Two (2) paper copies of each Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q) and associated Letters of Intent (Appendix G).** (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q) and Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
- e) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy for each Lot on which Offeror is proposing**) (Technical Submittal envelope);
- f) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to section **I-13. Small Diverse Business / Small Business Information** for more information (SDB/SB Submittal envelope);
- g) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope); and
- h) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities** forms (**Appendix I**), if applicable (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.

The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business / Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;

- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119

Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
- (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
 - (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
 - (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office

has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.

- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.

- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.
- B. **Place for Filing.** A protest must be filed with the Agency Head Designee by either email or hardcopy.
 - (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
 - (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh

Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror which is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror which submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.
- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and

reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.
- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and

- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

- A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

- (1) **A "local public procurement unit" is:**
 - (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;

- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the *Commonwealth Procurement Code*. However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

- (3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and

acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.

- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Required Administrative Fee
Department of General Services Certified Small Business Offeror	\$500
All Other Offerors	\$1,500

- (1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the proposal submittal.
- (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the Administrative Fee for each contract year and upon each renewal.

- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
 - (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor’s use of the COSTARS Brand.
 - (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without

limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- A. **Definitions.** The following words and phrases have the meanings set forth in this provision:
- (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
 - (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
 - (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

I-31. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

- A. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- B. **Additional Terms.**
- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
 - (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.

- (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

C. Prices.

- (1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30.**
- (2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

D. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

E. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one (1)** electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business / Small Business - cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Template**, **Appendix C, Cost Submittal Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing the **template provided in Appendix H, Technical Submittal Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within Part IV, **Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing one submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services**, **Appendix K, Service Level Agreements** and **Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on the **Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal**.
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form. At minimum, the Letter of Intent must include the following:
 - (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or

Small Business (Offerors may use the historical data to establish an estimated dollar value); and

- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide; and
 - (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and
 - (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
 - (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The cost submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the Technical Submittal.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the Technical Submittal only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](#) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf>.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Problem, Offeror's Public Sector Experience and References, Reporting Ability, Personnel Qualifications, Cost Savings Plan, Emergent Technology Plans, and Service Integration and Asset Management Capabilities, Products and Services Proposed, and Implementation Plan.** Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available.

The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. Small Diverse Business Participation:

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. Two thirds (2/3) of the total points are allocated to Small Diverse Business participation (SDB %).
4. One third (1/3) of the total points is allocated to Small Business participation (SB %).
5. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

Small Diverse Business and Small Business Raw Score =

$$200 (SDB\% + (1/3 * SB \%))$$

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the Technical Submittal. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **70%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M)**
– The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single Original Equipment Manufacturer (OEM) for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500K), Rugged Devices (\$1M) and Non-Traditional Desktops (\$150K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

- (4) All hard drives that exist are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- C. **Lot 3—General IT Peripherals** (\$16M historical annual spend)—IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.
- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
- (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.
- D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
- E. **Lot 5—Server Hardware** (\$13M in historical annual spend)—Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic – Two (2)-Day** On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical** – Mission-critical response with **four (4)-hour** on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend)—IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:

- (i) **Basic – Two (2)-Day On-site parts and/or labor dispatch**—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
- (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical** – Mission-critical response with **four (4)-hour on-site parts and/or labor on-site support**, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only original equipment manufacturers (OEMs) or certified resellers of brands listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks - November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include e a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only OEM or certified resellers of OEM will be considered for this lot.
- (ii) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy* http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders’ quadrant of Gartner’s Magic Quadrant for Modular Servers - May 2015 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Lenovo.

- (ii) Offerors must be able to provide the OEM's full server product line.
- (iii) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
- (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
- (v) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vi) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (November 2015) will be considered for this lot:
 - (a) Dell.
 - (b) EMC.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal**.

B. Associated Services.

- (1) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (2) Contractors should provide a quote for warranties and Services, when requested by the Commonwealth, at any time during the term of the contract. Standalone orders for warranties and maintenance made during the term of the contract may extend up to **four (4) years** past the expiration date of the contract.
- (3) The Commonwealth will develop a statement of work (“SOW”) for each Services order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. The Services may be purchased at the Commonwealth’s discretion.

Optional Services in scope are as follows:

- (i) Installation.
 - (ii) Asset Tagging.
 - (iii) Image Deployment.
 - (iv) Bundle—Install, Image Deployment, Tag.
 - (v) Data Transfer.
 - (vi) Preparation for Shipment.
 - (vii) Hard Drive Removal.
 - (viii) On-Premise Disk Wipe.
 - (ix) Off-Premise Disk Wipe.
 - (x) Relocation within 25 Miles.
 - (xi) Relocation Outside 25 Miles.
 - (xii) Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)
- (4) All quotes must comply with the following and be pre-approved by the Commonwealth at the outset of the contract.
 - (i) At a minimum, all quotes shall include: contract number, manufacturer contract number (if applicable), service period (if applicable), manufacturer product ID, manufacturer product title, line item descriptions, expected delivery date and related purchase

order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.

(ii) No additional terms and conditions may be attached to a quote.

(5) The Contractor must honor all quotes for at least **ninety (90) days**.

C. Order Fulfillment.

(1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders, the Commonwealth's standard order type.

(2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.

(3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance* of **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services**.

D. Key Personnel.

(1) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

(2) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.

(3) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are

expected to have sufficient technical expertise to ensure proper orders are taken.

- (4) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (i) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - (a) on a temporary basis within **one (1) week** of the availability change; and
 - (b) on a permanent basis no longer than **thirty (30) calendar days** from the availability change.
 - (ii) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with thirty **(30) calendar days'** written notice. In the event that a staff person is removed from the contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

E. Volume Orders:

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

F. Service Level Agreements. The Contractor must meet the SLAs as described in **Appendix K, Service Level Agreements.**

G. Standard Configuration Reviews.

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response**

Template, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.

- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

H. **Quarterly Business Reviews.** The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the contractor will be kept confidential by the Commonwealth. The objective of the above meeting is to reach a mutual agreement on product replacement during the life of the contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

I. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template**.

J. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:

- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the purchasing agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased including the manufacturer, product description/base configuration details, manufacturer part number and any additional upgrades purchased, and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided as well as the base configuration cost as well as the cost and quantity of any upgrades purchased. Please include the appropriate item cost or list price and associated markup or discount.

- (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information, Equipment Information, Maintenance/Services Information and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities, achievements, challenges, and Contractor’s recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.
- K. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- L. **Supply Chain Management / Managed Logistics.** The Commonwealth desires a contractor that can provide staging and storage, respond quickly to changing needs, and provide an effective order expediting process, if necessary.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations,

as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.

- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 - 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 - 4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E. If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F. The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within

ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating “No activity in this quarter.” A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.

- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror’s ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.

- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror’s Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

Date: January 10, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: January 27, 2017 1:00 PM EST

Addendum Number: 4

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

The Commonwealth has posted the following documentation as part of this addendum:

- 6100039046 – Pre-Proposal Conference Sign in Sheet and Business Cards
- 6100039046 - Pre-Proposal power point presentation.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Meeting: IT Hardware Pre-Proposal Date: 1/5/10

<u>NAME</u>	<u>AGENCY/COMPANY</u>
Michael Yang	Treya Partners
Matt WHAT	Sumit
STEVE REEZE	PREMIER SYSTEMS SALES LTD
Rene Fertelson	Premier Systems Sales Ltd.
Randy DeBruinwerf	HPE
Steve Parker	HPE
Mark Woms	MAP
Adam Orton	"
Deb Pierson	Pierson
Ryan Hogan	Pierson
Carl Skiba	ePlus
DAN BURKHOLDER	Cisco
DAVID WIZZO	Zenpro
Hubkey Smith	DGS
STEVE DWYER	WWF
Dave Perry	Vion
Matt Day	Dell EMC
Bill Hitz	Dell EMC
Joe Rock	Panway
CHAD FORESTONE	HITACHI
KEVIN CARLSON	Dell EMC
James McDonald	CDW
Maria Brinker	Presidio
JAYSHREE MOORTHY	Frontier Technologies Inc.
April Clark	Netrepid
Jan Latta	Lucid Technologies
KATHY TOAL-PHILIPSON	RTI
Tim Wilkins	KST Data
CLAYES LESKO	HP
JOHN O'CONNOR	CISCO

Meeting: _____

Date: _____

<u>NAME</u>	<u>AGENCY/COMPANY</u>
Doug Evans	Adept Consulting, Inc.
Robert Baboski	3B Networks, LLC
Bob Heffelfinger	Acxiom
FRANK POTTER	integrated
Wendy Tobias	Lenovo
Barb Filipovic	ePlus
Amy Wilder	Micro Strategies
Gracie Group	Micro Strategies
Joyce Porter	Lenovo
Eric Molirey	Univys
Bill Lord	Adept Consulting
Danielle Barnett	ATS
Bob Marchese	ATS
Neil Bechtold	Sunrise Electronic Dist. Co.
Alexa Sharrar	CDW
JEFF MARTIN	BISI
Tony Intricari	Penn Tech Deployments
Charles MURPHY	POMEROY
Brett Summers	Pitt Bull Secure Tech.
DAVE ADAMCHICK	PROBITAS TECHNOLOGY
Jim Joseph	Presidio.
Rwanda Dahl	iron.
Marylou Miller	D+H Distribution
Phong Tran	DNI
George Parker	PPSU
Ryland Amos	PPSU
Arch Powell	SHI
Mike Smith	SHI



Dave Pruyn
Account Executive

P 571-353-6094 | C 202-701-0903
david.pruyn@vion.com

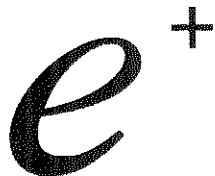
196 Van Buren Street, Suite 300
Herndon, VA 20170
vion.com



Dwayne M. Dahl
Manager, Public Sector Operations

P 571-353-6013 | C 410-279-4928
F 703-707-0987
Dwayne.Dahl@vion.com

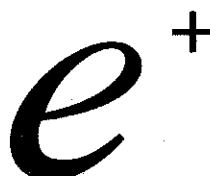
196 Van Buren Street, Suite 300
Herndon, VA 20170
vion.com



ePlus Technology, inc.
4660 Trindle Road
Suite 101
Camp Hill, PA 17011

Direct: (717) 730-1606
Fax: (717) 737-8577
e-mail: cskiba@eplus.com
http://www.eplus.com
NASDAQ: PLUS
888/482-1122

Carl J. Skiba, Jr.
Account Executive



ePlus Technology, inc.
4660 Trindle Road
Suite 101
Camp Hill, PA 17011

Direct: (717) 730-1609
Cell: (717) 599-2905
e-mail: BFilipovich@eplus.com
http://www.eplus.com
NASDAQ: PLUS
888/482-1122

Bradley D. Filipovich
Account Executive

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Gerald Rutledge
Technology Solutions Executive

5040 Louise Drive
Suite 105
Mechanicsburg, PA 17055
Office: 717.303.1780 x 5515
Fax: 717.303.1785
Mobile: 717.380.8124
Gerald.Rutledge@pomeroy.com
www.pomeroy.com

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infrastructure. optimized.™

Joe Rock
End User Solution Architect

Office: 502.434.6851
Mobile: 717.503.9259
JRock@pomeroy.com
www.pomeroy.com

Steve Dwyer
Account Manager
steve.dwyer@wwt.com



World Wide Technology, Inc.

Cardello Building, 701 N Point Dr
Pittsburgh, PA 15233-2133
Phone 314-569-7787 Cell 314-853-0962
Fax 314-919-1550

April Clark
Business Operations
Consultant
p 717.730.0780
m 717.315.1383



aclark@netrepid.com

2330 VARTAN WAY - SUITE 135 HARRISBURG, PA 17110



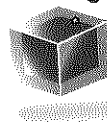
David Rizzo
Solution Sales Executive
Public Sector - EBG - PA/NJ
Lenovo USA

585 Walnut Drive
Northampton, PA 18067

T 610.217.9228
E drizzo@lenovo.com

Lenovo.com

Matthew White
Principal Consultant



Summit Technology
Consulting Group

Phone: 717.431.0306
Mobile: 717.919.1834
Fax: 866.402.6098

255 Butler Ave • Lancaster, PA 17601

mwhite@thesummit-grp.com

Doug Evans
Senior Project Manager

Adept Consulting Services, Inc.

423 Walnut Street | Suite 305
Harrisburg, PA 17101-1910 | USA

Phone | 717-574-4517

E-mail | devans@AdeptUSA.com

Website | http://www.AdeptUSA.com

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William J. Lord
Senior Project Manager

Adept Consulting Services, Inc.

423 Walnut Street | Suite 305
Harrisburg, PA 17101-1910 | USA

Phone | 717-433-1982

E-mail | wlord@AdeptUSA.com

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Dan Lottes

VP, Sales and Service

Mobile: (240) 994-1193

dlottes@lucid-technologies.com

lucid-technologies.com



TONY INTRIERI
Operations & Marketing Manager

49 Business Campus Way
Duncannon, PA 17020

Office - 717-441-4967

Cell - 717-649-0385

Email - Tony@penntechdeployments.com

www.PennTechDeployments.com

HITACHI
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Chad Firestone

Territory Account Manager
Commercial & Public Sector
Commonwealth of Pennsylvania

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3121 Conewago Road, Dover, PA 17315

Tel: 717-292-4401

Cell: 717-810-6580

E-mail: chad.firestone@hds.com

www.hds.com



Tim Wilkinson

Director, Business Development

Mobile: 717-503-7700

Email: twilkinson@kstdata.com

www.kstdata.com

5515 General Jenkins Drive Mechanicsburg, PA 17050



BRETT SUMMERS

EMAIL: BRETT@PITTBULLSECURE.COM

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Neil Bechtold
SMB Consultant

1805 Lincoln Way East
Chambersburg, PA 17202

800.729.5678

Direct: 717.709.2912

Fax: 717.261.1211

nbechtold@digitalsunrise.com
www.digitalsunrise.com



Donna Pratt
Senior Account Manager/US SLED
Government and Education Solutions
Lexmark Government Solutions

M 1.484.844.4368
donna.pratt@lexmark.com

Lexmark.com

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THOSE
WHO DO.

Joyce Porter

Channel Server Sales Specialist, Northeast

mobile 908 277-1869

1009 Think Place
Morrisville, NC 27560
jporter@lenovo.com

lenovo.com

lenovo. FOR
THOSE
WHO DO.

Howard Tobias

Account Executive, Public Sector
NJ, PA, DE, MD, DC

mobile 917 841-5079

htobias@lenovo.com

lenovo.com

Kevin Carlsen

Channel Account Manager
Global Commercial Channels

mobile +1 240 247 3113

fax +1 512 283 4088

email kevin_carlsen@dell.com



Dell Inc. One Dell Way, MS kevin_carlsen@dell.com
Round Rock, TX 78682 USA
www.dell.com

integraONE
www.integra1.net

Frank Potter
Account Manager

717.614.4330 Ext. 2112
Mobile 717.805.7424
fpotter@integra1.net

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Technical Services

1007 Mumma Road
Suite 100
Wormleysburg, PA 17043
Office 717.614.4330
Fax 717.828.1717
Toll free 800.582.6399

William Hitz

Enterprise Account Manager
Enterprise Solutions Group

mobile 717 614 0994

email william.hitz@dell.com

Dell EMC
395 St. Johns Church Road
Camp Hill, PA 17011

DellEMC.com

DELL EMC

BI Solutions, Inc.
Suite 101
914 N. Second Street
Harrisburg, PA 17102

JMartin@BISolutions.net
717-441-4980 (office)
717-695-3625 (fax)

Jeff Martin
Director of Sales
and Marketing

www.BISolutions.net



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Client Solutions Executive

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ccrump@microstrat.com

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m: 610-420-0158
www.microstrat.com

MICRO STRATEGIES
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Amy Wilder

Solutions Architect

70 East Swedesford Road, Suite 140
Malvern, PA 19355
awilder@microstrat.com

t: 484-320-8932
m: 973-461-9260
www.microstrat.com

BENJAMIN WILLIAMS
PRESIDENT

Office: 717.773.4254
Mobile: 717.602.2662
Fax: 717.910.0283

3544 N. Progress Avenue | Suite 104
Harrisburg, PA 17110

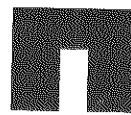
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bwilliams@probitastek.com

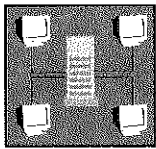
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Mark Worms
Account Executive

NetApp
186 South Wood Ave
Islen, NJ 08816
201-400-4435 Direct
mark.worms@netapp.com
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Jayshree Moorthy
CEO

302.225.2530 x201 Office
302.521.1516 Cell
302.766.7080 Fax
JMoorthy@FTLusa.com

1200 First State Blvd., Suite 1248
Wilmington, DE 19804



Daniel Burkholder
Account Manager
US Public Sector

Cisco
214 Senate Ave., Suite 603
Camp Hill, PA 17011
USA

Mobile: 717 576 2573
dburkhol@cisco.com

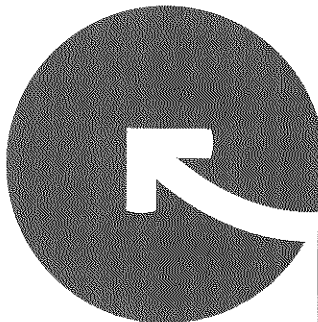


Ryan Hogan

Business Development
Representative

(717) 796-0493
(717) 796-0692
ryan@pierson.it

Pierson Computing Connection, Inc.
PO Box 206
New Kingstown, PA 17072

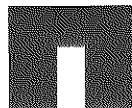


Adam Orton
Systems Engineer

NetApp
186 Wood Avenue South
Iselin, NJ 08830

732.744.7000 Main
732.744.7001 Fax
732.995.1242 Mobile

adam.orton@netapp.com
www.netapp.com



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EFax: 610-672-9890
Email: Stephen.Reese@pscltd.com

STEPHEN REESE
VP Solutions



Steve Parker
Federal Strategic Programs

13600 EDS Drive
Herndon, Virginia 20171
M 617 922 2000
steve.parker2@hpe.com
hpe.com



Randy deBrauwer
Enterprise Account Manager
State & Local Gov't, K12 and Higher Ed
M 215 378 6991
randy.debrauwer@hpe.com
hpe.com



P.O. Box 1730
Blue Bell, PA 19422
www.premiersystemsltd.com

Rene Feitelson
Senior Technical
Consultant

Phone: 267-218-3505
Email: rene.feitelson@pscltd.com

Home office:
1717 Gwynedd View Road
North Wales, PA 19454-3618



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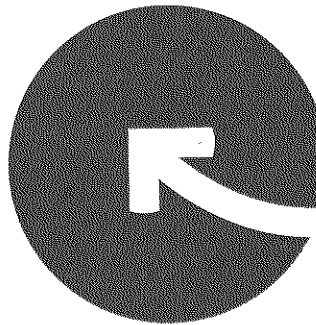
Deb Pierson
President

☎ (717) 796-0493

✉ (717) 796-0692

deb@pierson.it

Pierson Computing Connection, Inc.
PO Box 206
New Kingstown, PA 17072



Pre-proposal Conference

RFP#6100039046

INFORMATION TECHNOLOGY HARDWARE

January 5, 2017

Agenda

- Introductions
- IT Hardware Scope & Strategy
- RFP Overview
- Small Business Opportunities
- Proposal Requirements
- Cost Template Walk-Thru
- Calendar of Events

Introductions

Agency Representatives:

- PA Office for Administration
 - Raymond A. Jaime, Issuing Officer

- DGS, Bureau of Diversity, Inclusion and Small Business Opportunities
 - Audrey Smith

- Treya Partners
 - Michael Yang, Consultant

IT Hardware Scope & Strategy

INFORMATION TECHNOLOGY HARDWARE SCOPE

- The intent of the proposal is to give Commonwealth agencies the ability to purchase IT Hardware devices and Services (installation, implementation, customization, training, support and maintenance) at highly competitive prices. This RFP is part of Governor Wolf's *GO-TIME initiative* and cost savings are a priority for the Commonwealth.

INFORMATION TECHNOLOGY HARDWARE STRATEGIC OBJECTIVES

- In addition to cost savings, the IT Hardware RFP will focus on the following strategic objectives:
 - Increased ease of maintenance, support, and evaluation
 - Streamlined contract management
 - Lower organizational complexity
 - Transition to a more mobile workforce
 - Enhanced accessibility options

Award Strategy

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops
 - The Commonwealth will award entire Lot to a single Offeror
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops
 - The Commonwealth will award to all responsive and responsible Offerors
- Lot 3 – General IT Peripherals
 - The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option
- Lot 4 – Apple Devices
 - The Commonwealth will award this entire Lot to a single offeror
- Lot 5 – Server Hardware
 - The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5. The Commonwealth will also award one (1) contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- Lot 6 – Storage Hardware
 - The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6. The Commonwealth will also award one (1) contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”

Small Business Opportunities

Bureau of Diversity, Inclusion and Small Business Opportunities

Request for Proposal(RFP) : Format and Template

RFP Small Diverse (SDB) and Small Business(SB) Components:

Part I: General Information

- SDB/SB Eligibility and Program Information

Part II: Criteria For Selection

Part III: Technical Submittal

Part IV: Cost Submittal

Part V: Small Diverse And Small Business Participation Submittal

- Contractual obligations resulting from SDB/SB Submittal

Appendix : Small Diverse and Small Business Letter of Intent

Appendix : Small Diverse Business and Small Business Submittal

What do I need to know – Part I?

Program designed to encourage participation of Small Diverse (SDB) and Small Businesses (SB) in state contracting

- A small business is a business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$7 million in gross annual revenues for building design, \$20 million in gross annual revenues for sales and services and \$25 million in gross annual revenues for those businesses in the information technology sales or service business.
- A Small Diverse Business is a DGS-verified minority-owned business, woman-owned business, veteran-owned business, service-disabled veteran-owned business, LGBT owned or disability-owned business enterprise.

What do I need to do –Part I?

- Consider subcontracting opportunities available for small diverse and small businesses
- Search the DGS database of SDBs and SBs and identify SDB/SB business partners for opportunities and inclusion
- Complete and submit two (2) SDB/SB Participation Submittal Forms in separately sealed envelope (1 original and 1 copy) and corresponding Letters of Intent

How do I find SDBs and SBs?

To search all DGS-verified SDBs and DGS-certified SBs, visit the DGS website at:

<https://www.dgs.internet.state.pa.us/SBPI/AlphaResults.aspx>

SDB / SB Participation Submittal

REVISED: March 2014

SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL

Project: [RFP NAME/DESCRIPTION HERE]

Proposer Firm: _____

PROPOSER INFORMATION:

In your firm a DGS-Verified Small Diverse Business? Yes No **QUEST** (check one)

Proposer must include its "Notice of Small Business Self-Certification and Small Diverse Business Verification" indicating its diverse status to receive credit for proposing as a Small Diverse Business.

In your firm a DGS-Self-Certified Small Business? Yes No **QUEST** (check one)

Proposer must include its "Notice of Small Self-Certification" to receive credit for proposing as a Small Business.

SUBCONTRACTING INFORMATION:

Percentage Commitment for SDB and SB Subcontracting Participation

After examination of the contract documents, which are made a part hereof as if fully set forth herein, the Proposer commits to the following percentages of the total contract value for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting annual percentage commitment:

_____ % _____ Percent
(Figure) (Written)

Small Business Subcontracting annual percentage commitment:

_____ % _____ Percent
(Figure) (Written)

Request for Proposal
Department of General Services

REVISED: March 2014

Listing SDB and SB Subcontractors

The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent of contract value committed, dollar value of total contract value committed, and an indication as to the Proposer's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary. **Offers must also include a Letter of Intent as indicated in RFP Section II-9 for each SDB/SB listed.**

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of total Contract Value Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/renewals? (yes/no)

Request for Proposal
Department of General Services

SDB / SB Letter of Intent

APPENDIX N

SMALL DIVERSE AND SMALL BUSINESS LETTER OF INTENT

[DATE]

[SDB/SB Contact Name]

Title

SDB/SB Company Name

Address

City, State, Zip

Dear [SDB / SB Contact Name]:

This letter serves as confirmation of the intent of [Offeror] to utilize [Small Diverse Business (SDB) or Small Business (SB)] on RFP [RFP number and Title] issued by the [Commonwealth agency name].

If [Offeror] is the successful vendor, [SDB or SB] shall provide [identify the specific work, goods or services the SDB/SB will perform, and the specific timeframe during the term of the contract and any option/renewal periods when the work, goods or services will be performed or provided].

These services represent [identify fixed numerical percentage commitment] of the total cost in the [Offeror's] cost submittal for the initial term of the contract. Dependent on final negotiated contract pricing and actual contract usage or volume, it is expected that [SDB or SB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial contract term.

[SDB/SB] represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to [Offeror] for its SDB/SB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Offeror Name

Title

Company

Phone number

SDB or SB Name

Title

Company

Phone number

What do I need to know – Part II?

Raw score will be calculated by crediting commitments to SDBs at 67% of total available points and adding commitments to SBs at 33% of total available points.

$$\begin{aligned} & \text{SDB/SB Raw Score} = \\ & \text{TOTAL POINTS } (2/3 \times \text{SDB\%} + 1/3 \times \text{SB\%} + 1/3 \times \text{SDB\%}) \\ & \text{Simplified to: } 200 (\text{SDB\%} + (\text{SB\%} \times 1/3)) \end{aligned}$$

- SDBs are already qualified as a SBs, therefore SDB Proposers are eligible to receive 100% of the SDB/SB points
- Proposers who indicate subcontracting commitments to SDB/SBs will be credited in accordance with percentages proposed
- Proposer submitting the highest scoring SDB/SB Participation Submittal will receive all available points, with other Proposers' raw scores adjusted pro rata

How is the SDB/SB Submittal Scored?

- Scoring Examples:

Scenario	Score
<u>Proposer 1:</u> SDB Prime <ul style="list-style-type: none">100% SDB Score = $200(1 + (1/3 \times 0))$	200 points
<u>Proposer 2:</u> SB Prime, with SDB Commitment <ul style="list-style-type: none">100% SB; 15% SDB Commitment Score = $200(.15 + (1/3 \times 1))$	96.67 points
<u>Proposer 3:</u> Non-SDB/SB Prime, with SDB/SB Commitments <ul style="list-style-type: none">15% SDB Commitment; 10% SB Commitment<ul style="list-style-type: none">Score = $200(.15 + (1/3 \times .10))$	36.67 points

What do I need to know – Part V?

- Contract commitments made to SDBs/SBs become contractual obligations upon contract execution
- Selected Proposer must submit a final, executed subcontract for each SDB/SB named within 30 days of contract execution
 - SDB/SB subcontractors must perform 50% of the work subcontracted to them
 - If subcontract cannot be achieved, Selected Proposer must notify BDISBO
- Individual percent commitments cannot be altered without written approval from BDISBO
- All SDB/SB commitments must be maintained if the contract is assigned to another prime contractor.
- Selected Proposer must complete quarterly utilization reporting, tracking progress in meeting commitments
- Selected Proposer must contact BDISBO if circumstances arise that may affect the ability to comply with contract commitments

What's New?

- Consideration for and inclusion of Small Businesses as prime contractors and subcontractors in addition to Small Diverse Businesses in scoring
- Simple, consistent template form for SDB/SB submittal supported by executed Letters of Intent
- DGS issued SDB/SB certificate not required with submittal

Contact Information

- Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
 - Telephone: (717) 783-3119
 - Audrey Smith, Procurement Liaison
 - E-Mail: AudreSmith@pa.gov
 -
- Curtis Burwell, Procurement Compliance
 - E-Mail: Cburwell@pa.gov

Proposal Requirements

Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- Timely received from an Offeror
- Properly Signed by the Offeror
 - The proposal must be signed by an official representative which is able to bind the company to a contract.

Proposal Requirements

- To minimize delays in evaluation and to avoid rejection of your proposal, read the RFP carefully.
- Provide as much detail as possible in response to all requirements.
- Evaluation is be based **only** on what is submitted within a proposal.

Proposal Requirements

Proposals are divided into three parts that must be submitted in separate individually sealed envelopes:

- Technical Submittal = **40%**
 - Bonus Points: Domestic Workforce (Appendix B) = **3%**
- Cost Submittal = **40%**
- Small Diverse Business Submittal = **20%**

Proposal Requirements

Each Offeror must provide the following:

- Eight (8) paper copies of the Technical Submittal.
 - Mark one (1) as the original version
- One (1) paper copy of the Cost Submittal.
- Two (2) paper copies of the Small Diverse Business and Small Business Participation Submittal and related letters of Intent.
- One (1) complete and exact copy of the entire proposal on CD-ROM or Flash drive in Microsoft Office or compatible format.
- Please reference Section I-12 Proposals of the PA IT Hardware RFP

Cost Template Walk-Through

- Cost matrix walkthrough (*refer to Excel-based Cost Proposal Response Template*)

Calendar of Events

Activity	Responsibility	Date
Deadline to submit Questions via email to: RA-OITPurchases@state.pa.gov with the subject line: "RFP 6100039046 Question"	Potential Offerors	Friday January 06, 2017 1:00 PM EST
Pre-proposal Conference: Office for Information Technology 1 Technology Park Conference Room 1&2 Harrisburg, PA 17110	Issuing Office/Potential Offerors	Thursday January 05, 2017 at 9:30 AM EST.
Answers to Potential Offeror questions posted to the DGS website at: http://www.emarketplace.state.pa.us no later than this date.	Issuing Office	Friday January 13, 2017
Please monitor website for all communications regarding the RFP.	Potential Offerors	On-going
Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Building Harrisburg, PA 17110 Attn: Raymond Jaime Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays	Offerors	Friday January 27, 2017 1:00 PM EST.

**Thank you for attending
the Pre-proposal
Conference**

Date: January 13, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 09, 2017 1:00 PM EST

Addendum Number: 5

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

1. CALENDAR OF EVENTS.
 - Date to post Answers to Potential Offeror questions to the DGS website has been extended to Thursday January 19, 2017
 - Solicitation Due date has been extended to Thursday February 09, 2017 at 1:00 PM
2. The revised RFP documents will be posted as an ensuing addendum.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Date: January 19, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 6

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

1. CALENDAR OF EVENTS.
 - Date to post Answers to Potential Offeror questions to the DGS website has been extended to Friday January 20, 2017
 - Solicitation Due date has been extended to Friday February 10, 2017 at 1:00 PM
2. The revised RFP documents will be posted as an ensuing addendum.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Date: January 20, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 7

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

1. Addition of Appendix S, Lease Acceptance Certificate and Appendix T, OCI Supplier Punch Out Overview.
2. Updates to the following documents listed below.
 - Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services rev. (1.20.17)
 - Appendix C, Cost Submittal Response Template rev. (1.20.17)
 - Appendix H, Technical Submittal Response Template rev. (1.20.17)
 - Appendix K, Service Level Agreements rev. (1.20.17)
 - PA IT Hardware RFP rev. (1.20.17)
3. Posting of the Questions and Answers Information Technology Hardware

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

1. TERM OF CONTRACT

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: (a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or (b) the “Valid from” date printed on the Contract, whichever is later.

2. EXTENSION OF CONTRACT TERM

The Commonwealth reserves the right, upon notice to the Contractor, to extend the term of the Contract for up to three (3) months upon the same terms and conditions.

3. COMMENCEMENT OF PERFORMANCE

(a) General. The Contractor shall not commence performance and the Commonwealth shall not be liable to pay the Contractor for any supply furnished or work performed or expenses incurred, until both of the following have occurred:

- (i) the Effective Date has occurred; and
- (ii) the Contractor has received a Purchase Order or other written notice to proceed signed by the Contracting Officer.

(b) Prohibition Prior to Effective Date. No Commonwealth employee has the authority to verbally direct the commencement of any Service or delivery of any Supply under this Contract prior to the date performance may commence. The Contractor hereby waives any claim or cause of action for any Service performed or Supply delivered prior to the date performance may commence.

4. ELECTRONIC SIGNATURES

(a) The Contract and/or Purchase Order may be electronically signed by the Commonwealth.

- (i) Contract. “Fully Executed” at the top of the first page of the Contract output indicates that the signatures of all the individuals required to bind the Commonwealth to the terms of the Contract have been obtained. If the Contract output form does not have “Fully Executed” at the top of the first page, the Contract has not been fully executed.

- (ii) Purchase Orders. The electronically-printed name of the Purchasing Agent on the Purchase Order indicates that all approvals required by Commonwealth contracting procedures have been obtained.
- (b) The Commonwealth and the Contractor specifically agree as follows:
 - (i) No handwritten signature shall be required in order for the Contract to be legally enforceable.
 - (ii) The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgement shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
 - (iii) Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

5. DEFINITIONS

As used in this Contract, these words shall have the following meanings:

- (a) Agency: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as “Agency “.
- (b) Contracting Officer: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- (c) Days: Unless specifically indicated otherwise, days mean calendar days.

- (d) Developed Materials: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- (e) Documentation: All materials required to support and convey information about the Services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- (f) Expiration Date: The last valid date of this Contract, as indicated in the Contract documents to which these Terms are attached.
- (g) Services: All Contractor activity necessary to satisfy the Contract.
- (h) Statement of Work: A document attached to a purchase order from the Contractor which details the Services which will be provided by the Contractor.
- (i) Supplies: All tangible and intangible property including, but not limited to materials and equipment, provided by the Contractor to satisfy the Contract.

6. PURCHASE ORDERS

- (a) The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.
- (b) Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.
- (c) Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

7. INDEPENDENT PRIME CONTRACTOR

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all Services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

8. SUBCONTRACTS

The Contractor may subcontract any portion of the Services described in this Contract to third parties selected by Contractor and approved in writing by the Commonwealth, whose approval shall not be unreasonably withheld. Notwithstanding the above, if Contractor has disclosed the identity of Subcontractor(s) together with the scope of work to be subcontracted in its bid/proposal, award of the Contract is deemed approval of all named Subcontractors and a separate approval is not required. The existence of any subcontract shall not change the obligations of Contractor to the Commonwealth under this Contract. Upon request of the Commonwealth, the Contractor must provide the Commonwealth with an unredacted copy of the subcontract agreement between the Contractor and the subcontractor in accordance with the provisions of Section 22(c). The Commonwealth reserves the right, for good cause, to require that the Contractor remove a subcontractor from the project. The Commonwealth will not be responsible for any costs incurred by the Contractor in replacing the subcontractor if good cause exists.

9. OTHER CONTRACTORS

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its Services with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This section shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this section as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

10. DELIVERY

(a) Supplies Delivery: All Supplies shall be delivered F.O.B. Destination. The Contractor agrees to bear the risk of loss, injury or destruction of the item(s) ordered prior to receipt of the items by the Commonwealth. Such loss, injury or destruction shall not release the Contractor from any contractual obligations. Except as otherwise provided in this contract, all item(s) must be delivered within the time period specified. Time is of the essence and, in addition to any other remedies, the Contract is subject to termination for failure to deliver as specified.

Unless otherwise stated in this Contract, delivery must be made within thirty (30) days after the Effective Date.

- (b) Delivery of Services: The Contractor shall proceed with all due diligence in the performance of the Services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

11. PRODUCT CONFORMANCE

The Commonwealth reserves the right to require any and all Contractors to:

- (a) Provide certified data from laboratory testing performed by the Contractor, or performed by an independent laboratory, as specified by the Commonwealth.
- (b) Supply published manufacturer product Documentation.
- (c) Permit a Commonwealth representative to witness testing at the Contractor's location or at an independent laboratory.
- (d) Complete a survey/questionnaire relating to the bid requirements and specifications.
- (e) Provide customer references.
- (f) Provide a product demonstration at a location near Harrisburg or the using agency location.

12. ACCEPTANCE

- (a) Supplies: No Supplies received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the Supplies. Any Supplies which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the Supplies or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within thirty (30) days after notification. Rejected Supplies left longer than thirty (30) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the Supplies. Upon notice of rejection, the Contractor shall immediately replace all such rejected Supplies with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such Supplies, and deduct from any monies due or that may thereafter become

due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

- (b) Services: Acceptance of Services, including Developed Works, will occur in accordance with an Approval Plan (Plan) submitted by the Contractor and approved by the Commonwealth. Upon approval of the Plan by the Commonwealth, the Plan becomes part of this Contract. For contracts where the development of software, the configuration of software or the modification of software is the deliverable, the Plan must include an Acceptance Test Plan. The Acceptance Test Plan will provide for a Final Acceptance Test, and may provide for Interim Milestone Acceptance Tests. Each Acceptance Test will be designed to demonstrate that the Developed Works conform with the functional specification for the Developed Works, if any, and/or the requirements of this Contract. Contractor shall notify the Commonwealth when the deliverable is completed and ready for acceptance testing. The Commonwealth will not unreasonably delay commencement of acceptance testing.

13. REJECTED MATERIAL NOT CONSIDERED ABANDONED

The Commonwealth shall have the right to not regard any rejected material as abandoned and to demand that the Contractor remove the rejected material from the premises within thirty (30) days of notification. The Contractor shall be responsible for removal of the rejected material as well as proper clean-up. If the Contractor fails or refuses to remove the rejected material as demanded by the Commonwealth, the Commonwealth may seek payment from, or set-off from any payments due to the Contractor under this or any other Contract with the Commonwealth, the costs of removal and clean-up. This is in addition to all other rights to recover costs incurred by the Commonwealth.

14. ESTIMATED QUANTITIES

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth.

15. MANUFACTURER'S PRICE REDUCTION

If, prior to the delivery of the awarded Supplies by the Contractor, a price reduction is announced by the original equipment manufacturer, a comparative price reduction will be given to the Commonwealth by the Contractor.

16. SPECIAL REQUIREMENTS

The Commonwealth reserves the right to purchase Supplies and Services within the scope of this Contract through other procurement methods whenever the Commonwealth deems it to be in its best interest.

17. WARRANTIES

- (a) The Contractor warrants that all Supplies furnished and all Services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials and conform in all material respects to the functional specifications and requirements of the Contract. Unless otherwise stated in the Contract, all Supplies are warranted for a period of one (1) year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered Supplies. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.
- (b) The Contractor hereby represents and warrants to the Commonwealth that the Contractor will not cause, or take any action that may directly or indirectly cause a disruption of the Commonwealth's operations.
- (c) Contractor warrants that it has the necessary legal rights, including licenses to third party products, tools or materials, to perform the Services and deliver the Supplies and Developed Materials under this Contract.
- (d) THE FOREGOING EXPRESS WARRANTIES ARE THE CONTRACTOR'S SOLE AND EXCLUSIVE WARRANTIES AND NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- (e) All warranties shall survive final acceptance.

18. COMPENSATION

- (a) Compensation for Supplies: The Contractor shall be required to furnish the awarded Supplies at the price(s) quoted in the Purchase Order. All Supplies shall be delivered within the time period(s) specified in the Purchase Order. The Contractor shall be compensated only for Supplies that are delivered and accepted by the Commonwealth.
- (b) Compensation for Services: The Contractor shall be required to perform the specified Services at the price(s) quoted in the Contract. All Services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

19. BILLING REQUIREMENTS

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing, the Contractor shall include in all of its invoices the following minimum information:

- (a) Vendor name and “Remit to “ address, including SAP Vendor number;
- (b) Bank routing information, if ACH;
- (c) SAP Purchase Order number;
- (d) Delivery Address, including name of Commonwealth agency;
- (e) Description of the Supplies/Services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- (f) Quantity provided;
- (g) Unit price;
- (h) Price extension;
- (i) Total price; and
- (j) Delivery date of Supplies or Services.

If an invoice does not contain the minimum information set forth in this section, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

20. PAYMENT

- (a) The Commonwealth shall put forth reasonable efforts to make payment by the required payment date. The required payment date is: (a) the date on which payment is due under the terms of the Contract; (b) thirty (30) days after a proper invoice actually is received at the “Bill To “ address if a date on which payment

is due is not specified in the Contract (a “proper “ invoice is not received until the Commonwealth accepts the service as satisfactorily performed); or (c) the payment date specified on the invoice if later than the dates established by (a) and (b) above. Payment may be delayed if the payment amount on an invoice is not based upon the price(s) as stated in the Contract. If any payment is not made within fifteen (15) days after the required payment date, the Commonwealth may pay interest as determined by the Secretary of Budget in accordance with Act No. 266 of 1982, 72 P. S. § 1507, (relating to interest penalties on Commonwealth accounts) and accompanying regulations 4 Pa. Code §§ 2.31—2.40. Payment should not be construed by the Contractor as acceptance of the service performed by the Contractor. The Commonwealth reserves the right to conduct further testing and inspection after payment, but within a reasonable time after performance, and to reject the service if such post payment testing or inspection discloses a defect or a failure to meet specifications. The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

- (b) The Commonwealth shall have the option of using the Commonwealth purchasing card to make purchases under the Contract or Purchase Order. The Commonwealth’s purchasing card is similar to a credit card in that there will be a small fee which the Contractor will be required to pay and the Contractor will receive payment directly from the card issuer rather than the Commonwealth. Any and all fees related to this type of payment are the responsibility of the Contractor. In no case will the Commonwealth allow increases in prices to offset credit card fees paid by the Contractor or any other charges incurred by the Contractor, unless specifically stated in the terms of the Contract or Purchase Order.
- (c) The Commonwealth will make contract payments through Automated Clearing House (ACH).
 - (i) Within 10 days of award of the contract or purchase order, the Contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth’s procurement system (SRM).
 - (ii) The Contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the Contractor to properly apply the state agency’s payment to the invoice submitted.
 - (iii) It is the responsibility of the Contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

21. TAXES

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 237400001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this section is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

22. CONFIDENTIALITY

- (a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the applicable document). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon expiration or termination of this Contract, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration or termination of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the period specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to subsection (c) of Section 27, DEFAULT, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:

- (i) already known to the recipient at the time of disclosure other than through the contractual relationship and not otherwise subject to any obligation of non-disclosure or confidentiality;
- (ii) independently generated by the recipient and not derived from the information supplied by the disclosing party;
- (iii) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
- (iv) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
- (v) required to be disclosed by the recipient by law, regulation, court order, or other legal process.

There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with Services provided to the Commonwealth under this Contract.

- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:
 - (i) Prepare an un-redacted version of the appropriate document, and
 - (ii) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
 - (iii) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.

- (iv) Submit the two documents along with the signed written statement to the Commonwealth.

23. SENSITIVE INFORMATION

- (a) The Contractor shall not publish or otherwise disclose, except to the Commonwealth or the Contractor's subcontractors and except matters of public record (which is to be determined entirely in the discretion of the Commonwealth), any information or data obtained hereunder from private individuals, organizations, or public agencies.
- (b) The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from Services under this Contract for any purpose not connected with the parties' Contract responsibilities except with consent pursuant to applicable state and federal law and regulations. All documents associated with direct disclosures of this kind must be announced to and open for inspection by the Commonwealth.
- (c) Rights and obligations of the parties under this Section 23 survive the expiration or termination of this Contract.

24. DATA BREACH OR LOSS

- (a) Contractor shall comply with all applicable data protection, data security, data privacy and data breach notification laws, including but not limited to the *Breach of Personal Information Notification Act*, 73 P.S. §§ 2301—2329.
- (b) For Data and Confidential Information in the possession, custody and control of the Contractor or its employees, agents, and/or subcontractors:
- (c) The Contractor shall report unauthorized access, use, release, loss, destruction or disclosure of Data or Confidential Information ("Incident") to the Commonwealth within two (2) hours of when the Contractor knows of or reasonably suspects such Incident, and the Contractor must immediately take all reasonable steps to mitigate any potential harm or further access, use, release, loss, destruction or disclosure of such Data or Confidential Information.
- (d) Contractor shall provide timely notice to all individuals that may require notice under any law or regulation as a result of an Incident. The notice must be pre-approved by the Commonwealth. At the Commonwealth's request, Contractor shall, at its sole expense, provide credit monitoring services to all individuals that may be impacted by any Incident requiring notice.
- (e) Contractor shall be solely responsible for any costs, losses, fines, or damages incurred by the Commonwealth due to Incidents.

- (f) As to Data and Confidential Information fully or partially in the possession, custody, or control of the Contractor and the Commonwealth, the Contractor shall diligently perform all of the duties required in this Section 24 in cooperation with the Commonwealth, until the time at which a determination of responsibility for the Incident, and for subsequent action regarding the Incident, is made final.

25. COMMONWEALTH HELD HARMLESS

- (a) The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act* (71 P.S. §§ 732-101—732-506), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.
- (b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

26. LIMITATION OF LIABILITY

- (a) The Contractor's liability to the Commonwealth under the Contract shall be limited to the greater of \$250,000 or the value of the Contract (including any amendments). This limitation will apply, except as otherwise stated in this Section, regardless of the form of action, whether in contract or in tort, including negligence. This limitation does not, however, apply to damages for:
 - (i) bodily injury;
 - (ii) death;
 - (iii) intentional injury;
 - (iv) damage to real property or tangible personal property for which the Contractor is legally liable; or

- (v) the Contractor's indemnity of the Commonwealth for patent, copyright, trade secret, or trademark protection as set forth in Section 34, Patent, Copyright, Trademark and Trade Secret Protection.
 - (vi) the Contractor's indemnity for an Incident as set forth in Section 24, Data Breach or Loss.
- (b) Except as set forth in Section 42, Virus, Malicious, Mischievous or Destructive Programming, the Contractor shall not be liable to the Commonwealth for indirect, consequential, special, incidental or punitive damages.

27. DEFAULT

- (a) The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- (i) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (ii) Failure to perform the work with sufficient labor, equipment, or material to insure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - (iii) Unsatisfactory performance of the work as detailed in the specifications referenced in the Contract or a Purchase Order;
 - (iv) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - (v) Improper delivery;
 - (vi) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - (vii) Delivery of a defective item;
 - (viii) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - (ix) Discontinuance of work without approval;
 - (x) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;

- (xi) Insolvency or bankruptcy;
 - (xii) Assignment made for the benefit of creditors;
 - (xiii) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - (xiv) Failure to protect, to repair, or to make good any damage or injury to property;
 - (xv) Breach of any provision of the Contract;
 - (xvi) Failure to comply with representations made in the Contractor's bid/proposal; or
 - (xvii) Failure to comply with applicable industry standards, customs, and practice.
- (b) In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subsection (a) above, the Commonwealth may procure, upon such terms and in such manner as it determines, Supplies and/or Services similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- (c) If the Contract or a Purchase Order is terminated as provided in subsection (a) above, the Commonwealth, in addition to any other rights provided in this section, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other Documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.

- (d) The rights and remedies of the Commonwealth provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- (e) The Commonwealth's failure to exercise any rights or remedies provided in this section shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- (f) Following exhaustion of the Contractor's administrative remedies as set forth in the Section 30, Contract Controversies, the Contractor's exclusive remedy shall be to seek damages in the Commonwealth Board of Claims.

28. FORCE MAJEURE

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to: acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade and freight embargoes.

The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall: (i) describe fully such cause(s) and its effect on performance; (ii) state whether performance under the contract is prevented or delayed; and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting Documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay.

In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

29. TERMINATION PROVISIONS

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- (a) **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order issued against the Contract, in whole or in part, without cause by giving Contractor thirty (30) days prior written notice (Notice of Termination) whenever the Commonwealth shall determine that such termination to be in the best interest of the Commonwealth. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which performance under this Contract is terminated either in whole or in part and the date on which such termination becomes effective.

In the event of termination hereunder, Contractor shall receive payment for the following:

- (i) all Services performed and all Supplies delivered consistent with the terms of the Contract prior to the effective date of termination;
- (ii) all actual and reasonable costs incurred by Contractor as a result of the termination of the Contract; and

In no event shall the Contractor be paid for any loss of anticipated profit (by the Contractor or any subcontractor), loss of use of money, or administrative or overhead costs.

Failure to agree on any termination costs shall be a dispute handled in accordance with Section 30, Contract Controversies, of this Contract.

- (b) **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order in whole or in part. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the Supplies or Services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose
- (c) **TERMINATION FOR CAUSE:** The Commonwealth, in addition to its other rights under this Contract, shall have the right to terminate the Contract or a Purchase Order issued from the Contract, in whole or in part, by providing written notice of default if the Contractor materially fails to perform its obligations under the Contract and does not cure such failure within 30 days or, if a cure within such period is not practical, commence a good faith effort to cure such failure to perform within the specified period or such longer period as the Commonwealth may specify in the written notice specifying such failure, and diligently and

continuously proceed to complete the cure. The Contracting Officer shall provide any notice of default or written cure notice for Contract terminations. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law.

- (i) Subject to Section 26, Limitation of Liability, in the event the Commonwealth terminates this Contract in whole or in part as provided in this subsection, the Commonwealth may procure Services or Supplies similar to those so terminated, and the Contractor, in addition to liability for any liquidated damages, shall be liable to the Commonwealth for the difference between the Contract price for the terminated portion of the Services or Supplies and the actual and reasonable cost (but in no event greater than the fair market value) of producing substitute equivalent services for the terminated Services or Supplies, provided that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this Section.
- (ii) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises out of causes beyond the control of the Contractor. Such causes may include, but are not limited to, acts of God or of the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, work stoppages, freight embargoes, acts of terrorism and unusually severe weather. The Contractor shall notify the Contracting Officer promptly in writing of its inability to perform because of a cause beyond the control of the Contractor.
- (iii) Nothing in this subsection shall abridge the Commonwealth's right to suspend, debar or take other administrative action against the Contractor.
- (iv) If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under subsection (a).

30. CONTRACT CONTROVERSIES

- (a) In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- (b) If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- (c) Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

31. ASSIGNABILITY AND SUBCONTRACTING

- (a) Subject to the terms and conditions of this Section, this Contract shall be binding upon the parties and their respective successors and assigns.
- (b) The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (c) The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- (d) Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.

- (e) For the purposes of this Contract, the term “assign” shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- (f) Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.
- (g) A change of name by the Contractor, following which the Contractor’s federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

32. AUDIT PROVISIONS

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contractor shall preserve books, documents, and records that relate to costs or pricing data for the Contract for a period of three (3) years from date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

33. ASSIGNMENT OF ANTITRUST CLAIMS

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor’s suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the Supplies and Services which are the subject of this Contract.

34. PATENT, COPYRIGHT, TRADEMARK, AND TRADE SECRET PROTECTION

- (a) The Contractor shall hold the Commonwealth harmless from any suit or proceeding which may be brought by a third party against the Commonwealth, its departments, officers or employees for the alleged infringement of any United States patents, copyrights, or trademarks, or for a misappropriation of trade secrets arising out of performance of this Contract, including all work, services, materials, reports, studies, and computer programs provided by the Contractor,

and in any such suit or proceeding will satisfy any final award for such infringement, including costs. The Commonwealth agrees to give Contractor prompt notice of any such claim of which it learns. Pursuant to the *Commonwealth Attorneys Act*, 71 P.S. § 732-10—732-506, the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under the terms it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits. No settlement which prevents the Commonwealth from continuing to use the Developed Materials as provided herein shall be made without the Commonwealth's prior written consent. In all events, the Commonwealth shall have the right to participate in the defense of any such suit or proceeding through counsel of its own choosing. It is expressly agreed by the Contractor that, in the event it requests that the Commonwealth to provide support to the Contractor in defending any such claim, the Contractor shall reimburse the Commonwealth for all expenses (including attorneys' fees, if such are made necessary by the Contractor's request) incurred by the Commonwealth for such support. If OAG does not delegate the defense of the matter, the Contractor's obligation to indemnify ceases. The Contractor will, at its expense, provide whatever cooperation OAG requests in the defense of the suit.

- (b) The Contractor agrees to exercise reasonable due diligence to prevent claims of infringement on the rights of third parties. The Contractor certifies that, in all respects applicable to this Contract, it has exercised and will continue to exercise due diligence to ensure that all works produced under this Contract do not infringe on the patents, copyrights, trademarks, trade secrets or other proprietary interests of any kind which may be held by third parties. The Contractor also agrees to certify that work produced for the Commonwealth under this contract shall be free and clear from all claims of any nature.
- (c) If the defense of the suit is delegated to the Contractor, the Contractor shall pay all damages and costs awarded therein against the Commonwealth. If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.
- (d) If, in the Contractor's opinion, the products, materials, reports, studies, or computer programs furnished hereunder are likely to or do become subject to a claim of infringement of a United States patent, copyright, or trademark, or for a misappropriation of trade secret, then without diminishing the Contractor's obligation to satisfy any final award, the Contractor may, at its option and expense, substitute functional equivalents for the alleged infringing products, materials, reports, studies, or computer programs or, at the Contractor's option and expense, obtain the rights for the Commonwealth to continue the use of such products, materials, reports, studies, or computer programs.

- (e) If any of the products, materials, reports, studies, or computer programs provided by the Contractor are in such suit or proceeding held to constitute infringement and the use or publication thereof is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to publish or continue use of such infringing products, materials, reports, studies, or computer programs, replace them with non-infringing items, or modify them so that they are no longer infringing.
- (f) If the Contractor is unable to do any of the preceding, the Contractor agrees to pay the Commonwealth:
 - (i) any amounts paid by the Commonwealth less a reasonable amount based on the acceptance and use of the deliverable;
 - (ii) any license fee less an amount for the period of usage of any software; and
 - (iii) the prorated portion of any service fees representing the time remaining in any period of service for which payment was made.
- (g) The obligations of the Contractor under this Section continue without time limit and survive the termination of this contract.
- (h) Notwithstanding the above, the Contractor shall have no obligation for:
 - (i) modification of any product, service, or deliverable provided by the Commonwealth;
 - (ii) any material provided by the Commonwealth to the Contractor and incorporated into, or used to prepare, a product, service, or deliverable;
 - (iii) use of the product, service, or deliverable in other than its specified operating environment;
 - (iv) the combination, operation, or use of the product, service, or deliverable with other products, services, or deliverables not provided by the Contractor as a system or the combination, operation, or use of the product, service, or deliverable, with any products, data, or apparatus that the Contractor did not provide;
 - (v) infringement of a non-Contractor product alone;
 - (vi) the Commonwealth's distribution, marketing or use beyond the scope contemplated by the Contract; or

- (vii) the Commonwealth's failure to use corrections or enhancements made available to the Commonwealth by the Contractor at no charge.
- (i) The obligation to indemnify the Commonwealth, under the terms of this Section, shall be the Contractor's sole and exclusive obligation for the infringement or misappropriation of intellectual property.

35. OWNERSHIP RIGHTS

- (a) Product License. The Contractor grants the Commonwealth a non-exclusive license to use the software required to operate the Supplies.
- (b) Contractor Intellectual Property. The Commonwealth acknowledges that Contractor has previously developed software and related processes, instructions, methods, and techniques, and that the same shall remain the sole and exclusive property of Contractor. Contractor retains ownership of all Contractor Intellectual Property that Contractor delivers to the Commonwealth pursuant to this Contract.
- (c) Commonwealth Intellectual Property and Data. The Commonwealth owns all Data and Intellectual Property provided to the Contractor pursuant to this Contract or collected or generated by the Contractor on behalf of the Commonwealth pursuant to this Contract. Commonwealth grants Contractor a non-exclusive, royalty-free, license to use, copy, display, and prepare derivative works of the Commonwealth's Intellectual Property and Data only to fulfill the purposes of this Contract. The Commonwealth's license to Contractor is limited by the terms of this Contract.
- (d) Click-Through Terms. The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. Other terms and conditions included in click-through agreements or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of this Contract and shall be disregarded by the parties. Any such terms shall be unenforceable by the Contractor and not binding on the Commonwealth.
- (e) No Transfer of Right, Title or Interest. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon Contractor, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Commonwealth or any third party. Except as expressly set forth in this Contract, nothing in this Contract shall be construed as granting to or conferring upon the Commonwealth, any right, title, or interest in any physical or intellectual property that is now owned or subsequently owned by the Contractor.

36. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

- (a) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- (b) Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
- (c) The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- (d) The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- (e) The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors," each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
- (f) The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

- (g) The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

37. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

In furtherance of this policy, Contractor agrees to the following:

- (a) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting with the Commonwealth.
- (b) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- (c) Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act*, 65 Pa.C.S. §§1101 *et seq.*; the *State Adverse Interest Act*, 71 P.S. §776.1 *et seq.*; and the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 *et seq.*, or to breach any other state or federal law or regulation.
- (d) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- (e) Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18](#), 4 Pa. Code §7.151 *et seq.* or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (f) Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.
- (g) Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- (h) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- (i) Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - (i) Approved in writing by the Commonwealth prior to its disclosure; or
 - (ii) Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - (iii) Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - (iv) Necessary for purposes of Contractor's internal assessment and review; or
 - (v) Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - (vi) Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or

- (vii) Otherwise required by law.
- (j) Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
 - (i) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - (ii) Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (1) obtaining;
 - (2) attempting to obtain; or
 - (3) performing a public contract or subcontract.Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.
 - (iii) Violation of federal or state antitrust statutes.
 - (iv) Violation of any federal or state law regulating campaign contributions.
 - (v) Violation of any federal or state environmental law.
 - (vi) Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
 - (vii) Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
 - (viii) Violation of any federal or state law prohibiting discrimination in employment.

Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services

- (ix) Debarment by any agency or department of the federal government or by any other state.
- (x) Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- (k) If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
 - (i) Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 - (ii) Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- (l) Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- (m) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the [*Governor's Code of Conduct*](#), or in these provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or Commonwealth Inspector General in writing.

- (n) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.
- (o) Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refers to or concern this contract.
- (p) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
- (q) For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Subsection.
 - (i) “Confidential information” means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
 - (ii) “Consent” means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

- (iii) “Contractor” means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- (iv) “Financial interest” means:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- (v) “Gratuity” means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [*Governor’s Code of Conduct, Executive Order 1980-18*](#), the 4 Pa. Code §7.153(b), shall apply.
- (vi) “Immediate family” means a spouse and any unemancipated child.
- (vii) “Non-bid basis” means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- (viii) “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

38. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are

under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

- (b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- (c) The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- (d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- (e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (f) The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

39. AMERICANS WITH DISABILITIES ACT

- (a) Pursuant to federal regulations promulgated under the authority of *The Americans With Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the **basis** of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the “General Prohibitions Against Discrimination,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of *The Americans With Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
- (b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor’s failure to comply with the provisions of subsection (a) above.

40. RIGHT-TO-KNOW LAW

- (a) The Pennsylvania *Right-to-Know Law*, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- (b) If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- (c) Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
- (d) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
- (e) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- (f) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- (g) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- (h) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- (i) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- (j) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- (k) The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

41. INFORMATION TECHNOLOGY POLICIES

Contractor shall comply with the IT standards and policies issued by the Governor's Office of Administration, Office for Information Technology (OA/OIT) (located at: <http://www.oa.pa.gov/Policies/Pages/itp.aspx#>), including the accessibility standards set out in IT Bulletin ACC001, *IT Accessibility Policy*. The Contractor shall ensure that Services procured under this Contract comply with the applicable standards. In the event such standards change during Contractor's performance, and the Commonwealth requests that Contractor comply with the changed standard, then any incremental costs incurred by Contractor to comply with such changes shall be paid for pursuant to a change order to the Contract.

42. VIRUS, MALICIOUS, MISCHIEVOUS OR DESTRUCTIVE PROGRAMMING

- (a) Notwithstanding any other provision in this Contract to the contrary, if the Contractor or any of its employees, subcontractors or consultants introduces a virus or malicious, mischievous or destructive programming into the Commonwealth's software or computer networks and has failed to comply with the Commonwealth software security standards, and provided further that the Commonwealth can demonstrate that the virus or malicious, mischievous or destructive programming was introduced by the Contractor or any of its employees, subcontractors or consultants, the Contractor shall be liable for any damage to any data and/or software owned or licensed by the Commonwealth. The Contractor shall be liable for any damages incurred by the Commonwealth including, but not limited to, the expenditure of Commonwealth funds to eliminate or remove a computer virus or malicious, mischievous or destructive programming that result from the Contractor's failure to take proactive measures to keep virus or malicious, mischievous or destructive programming from originating from the Contractor, its servants, agents or employees through appropriate firewalls and maintenance of anti-virus software and software security updates (such as operating systems security patches, etc.). In the event of destruction or modification of software, the Contractor shall eliminate the virus, malicious, mischievous or destructive programming, restore the Commonwealth's software, and be liable to the Commonwealth for any resulting damages. The Contractor shall be responsible for reviewing Commonwealth software security standards in effect at the commencement of the Contract and complying with those standards. The Contractor's liability shall cease if the Commonwealth has not fully complied with its own software security standards.
- (b) The Contractor shall perform a security scan on any software or computer program developed by the Contractor or its subcontractors in a country other than the United States of America that may come in contact with the Commonwealth's software or computer networks. Contractor shall perform such security scan prior to introducing any such software or computer program into a Commonwealth development environment, test environment or production environment. The results of these security scans will be provided to the Commonwealth prior to installing into any Commonwealth development environment, test environment or production environment. The Commonwealth may perform, at its discretion,

additional security scans on any software or computer program prior to installing in a Commonwealth environment as listed above.

- (c) The Commonwealth may, at any time, audit, by a means deemed appropriate by the Commonwealth, any computing devices being used by representatives of the Contractor to provide Services to the Commonwealth that will be connected to a Commonwealth network for the sole purpose of determining whether those devices have anti-virus software with current virus signature files and the current minimum operating system patches or workarounds have been installed. Devices found to be out of compliance will immediately be disconnected and will not be permitted to connect or reconnect to the Commonwealth network until the proper installations have been made. The Commonwealth shall not install any software or monitoring tools on the Contractor's equipment without the Contractor's written consent to do so.
- (d) The Contractor may use the anti-virus software used by the Commonwealth to protect Contractor's computing devices used in the course of providing Services to the Commonwealth. It is understood that the Contractor may not install the software on any computing device not being used to provide Services to the Commonwealth, and that all copies of the software will be removed from all devices upon termination of this Contract.
- (e) Neither the Commonwealth nor the Issuing Agency will be responsible for any damages to the Contractor's computers, data, software, etc. caused as a result of the installation of the Commonwealth's anti-virus software or monitoring software on the Contractor's computers.

43. BACKGROUND CHECKS

- (a) The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.pa.gov/Pages/Request-a-Criminal-History-Record.aspx#>. The background check must be conducted prior to initial access and on an annual basis thereafter.
- (b) Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given

to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.

- (c) The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- (d) Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of [Commonwealth Management Directive 625.10](#) Amended (June 2, 2014) *Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings*. The requirements, policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

44. ENVIRONMENTAL PROVISIONS

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to, the *Clean Streams Law*, Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. § 691.601 *et seq.*; the *Pennsylvania Solid Waste Management Act*, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. § 6018.101 *et seq.*; and the *Dam Safety and Encroachment Act*, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. § 693.1.

45. POST-CONSUMER RECYCLED CONTENT

- (a) Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified on the Department of General Services website at www.dgs.pa.gov on the date of submission of the bid, proposal or contract offer.
- (b) Recycled Content Enforcement: The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

46. HAZARDOUS SUBSTANCES

The Contractor shall provide information to the Commonwealth about the identity and hazards of hazardous substances supplied or used by the Contractor in the performance of the Contract. The Contractor must comply with Act 159 of October 5, 1984, known as the “Worker and Community Right to Know Act“ (the “Act”) and the regulations promulgated pursuant thereto at 4 Pa. Code Section 301.1, *et seq.*

- (a) Labeling. The Contractor shall insure that each individual product (as well as the carton, container or package in which the product is shipped) of any of the following substances (as defined by the Act and the regulations) supplied by the Contractor is clearly labeled, tagged or marked with the information listed in Paragraph (i) through (iv):
 - (i) Hazardous substances:
 - (1) The chemical name or common name,
 - (2) A hazard warning, and
 - (3) The name, address, and telephone number of the manufacturer.
 - (ii) Hazardous mixtures:
 - (1) The common name, but if none exists, then the trade name,
 - (2) The chemical or common name of special hazardous substances comprising .01% or more of the mixture,
 - (3) The chemical or common name of hazardous substances consisting 1.0% or more of the mixture,
 - (4) A hazard warning, and
 - (5) The name, address, and telephone number of the manufacturer.
 - (iii) Single chemicals:
 - (1) The chemical name or the common name,
 - (2) A hazard warning, if appropriate, and
 - (3) The name, address, and telephone number of the manufacturer.
 - (iv) Chemical Mixtures:
 - (1) The common name, but if none exists, then the trade name,

- (2) A hazard warning, if appropriate,
- (3) The name, address, and telephone number of the manufacturer, and
- (4) The chemical name or common name of either the top five substances by volume or those substances consisting of 5.0% or more of the mixture.

A common name or trade name may be used only if the use of the name more easily or readily identifies the true nature of the hazardous substance, hazardous mixture, single chemical, or mixture involved.

Container labels shall provide a warning as to the specific nature of the hazard arising from the substance in the container.

The hazard warning shall be given in conformity with one of the nationally recognized and accepted systems of providing warnings, and hazard warnings shall be consistent with one or more of the recognized systems throughout the workplace. Examples are:

- NFPA 704, Identification of the Fire Hazards of Materials.
- National Paint and Coatings Association: Hazardous Materials Identification System.
- American Society for Testing and Materials, Safety Alert Pictorial Chart.
- American National Standard Institute, Inc., for the Precautionary Labeling of Hazardous Industrial Chemicals.

Labels must be legible and prominently affixed to and displayed on the product and the carton, container, or package so that employees can easily identify the substance or mixture present therein.

- (b) Material Safety Data Sheet. The Contractor shall provide Material Safety Data Sheets (MSDS) with the information required by the Act and the regulations for each hazardous substance or hazardous mixture. The Commonwealth must be provided an appropriate MSDS with the initial shipment and with the first shipment after an MSDS is updated or product changed. For any other chemical, the Contractor shall provide an appropriate MSDS, if the manufacturer, importer, or supplier produces or possesses the MSDS. The Contractor shall also notify the Commonwealth when a substance or mixture is subject to the provisions of the Act. Material Safety Data Sheets may be attached to the carton, container, or package mailed to the Commonwealth at the time of shipment.

47. COVENANT AGAINST CONTINGENT FEES

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

48. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

49. COMPLIANCE WITH LAW

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

50. INTEGRATION

This Contract, including all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

51. ORDER OF PRECEDENCE

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the solicitation; and the Contractor's response to the solicitation.

52. CHANGES

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: (1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; (2) to make changes to the Services within the scope of the Contract; (3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or (4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Section 30, Contract Controversies.

53. NOTICE

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- (a) If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- (b) If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

54. LEASES

To the extent that the Contractor offers the Commonwealth or any purchasing agency ("Lessee") the option to lease any Supplies covered by the Contract, the Leasing Terms and Conditions, attached hereto as Appendix 1, shall, in addition to the other terms and conditions of the Contract, govern the Lease, except to the extent the Contractor assigns a Lease to an Initial Assignee, in which case the Initial Assignee shall be bound to the obligations of the Contractor only as specified in these Leasing Terms and Conditions. If a Lessee desires to lease contract items, the Lessee shall indicate its leasing election on the PO issued to the Contractor ("Lease PO"). By issuing a Lease PO, the Lessee explicitly agrees to the Leasing Terms and Conditions. Any items covered by a Lease shall be termed "Leased Property" in the Leasing Terms and Conditions. To the extent that there is a conflict between the Leasing Terms and Conditions and the other terms and conditions of the Contract, the Leasing Terms and Conditions shall prevail to the extent that the Lessee has elected a leasing option.

55. INSTALLMENT PURCHASES

- (a) Installment purchase options. To the extent that the Contractor offers the Commonwealth or any purchasing agency (“Purchaser”) the option to pay for any items covered by the Contract in installments over time, Appendix 2, Installment Purchase Terms and Conditions, in addition to the other terms and conditions of the Contract, shall govern the Installment Purchase. If a Purchaser desires to purchase items on an installment basis, the Purchaser shall indicate its Installment Purchase election on the Purchase Order issued to the Contractor (“Installment Purchase PO”). By issuing an Installment Purchase PO, the Purchaser explicitly agrees to these Installment Purchase Terms and Conditions. Any items covered by an Installment Purchase shall be called “Installment Items” in these Installment Purchase Terms and Conditions.
- (b) Assignments. The Contractor may assign, without DGS or Purchaser consent, any Installment Purchase PO to a third party (“Initial Assignee”) who will fund the purchase of the Installment Items. The Initial Assignee may take title to, and assume the right to receive all payments for, the Installment Items. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.

56. CONTROLLING TERMS AND CONDITIONS

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

57. AGENCY-SPECIFIC SENSITIVE AND CONFIDENTIAL COMMONWEALTH DATA (IF APPLICABLE)

- (a) Contractor understands that its level of access may allow it to view or access highly sensitive and confidential Commonwealth and third party data. This data is subject to various state and federal laws and policies that vary from agency to agency, and from program to program within an agency. If applicable, prior to deployment of the Supplies on any Commonwealth agency facilities, the Contractor must receive and sign off on particular instructions and limitations as dictated by that Commonwealth agency, including but not limited to, as necessary, HIPAA Business Associate Agreements, a sample of which is attached hereto as Attachment 2 to this Contract's Appendix E, *Software License Requirements Agreement Template*. This sign-off document (a sample of which is

attached hereto as Attachment 3 to this Contract's AppendixE, *Software License Requirements Agreement Template*), will include a description of the nature of the data which may be implicated based on the nature of the Contractor's access, and will incorporate the Business Associate Agreement if it is applicable.

- (b) Contractor hereby certifies and warrants that, after being informed by the Commonwealth agency of the nature of the data which may be implicated and prior to the installation of the Supplies), the Contractor is and shall remain compliant with all applicable state and federal law and policy regarding the data's protection, and with the requirements memorialized in every completed and signed sign-off document. Every sign-off document completed by a Commonwealth agency and signed by at least one signatory authorized to bind the Contractor is valid and is hereby integrated and incorporated by reference into this Contract via Purchase Orders issued under this Contract.
- (c) This Section 57 does not require a Commonwealth agency to exhaustively list the law to which implicated data is subject; the Commonwealth agency is obligated only to list the nature of the data implicated by the Contractor's access, to refer the Contractor to its privacy and security policies, and to specify requirements that are not otherwise inherent in compliance with law and policy.
- (d) The requirements of this Section 57 are in addition to and not in lieu of other requirements of this Contract, its Exhibits, Appendices and Attachments, having to do with data privacy and security, including but not limited to the requirement that the Contractor comply with all applicable Commonwealth ITPs, which can be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.
- (e) Contractor shall conduct additional background checks, in addition to those required in Section 43, Background Checks, as may be required by a Commonwealth agency in its sign-off documents. The Contractor shall educate and hold its agents, employees, contractors and subcontractors to standards at least as stringent as those contained in this Contract. The Contractor shall provide information regarding its agents, employees, contractors and subcontractors to the Commonwealth upon request.

58. FEDERAL REQUIREMENTS

If applicable, the Contractor must receive and sign off on particular federal requirements that a Commonwealth agency may be required to include when utilizing federal funds to procure the Supplies and Services. This sign-off document (a sample of which is attached as Attachment 3 to this Contract's Appendix E, *Software License Requirements Agreement Template*, in addition to any applicable requirements of Section 57, Agency-Specific Sensitive and Confidential Commonwealth Data, will include a description of the required federal provisions, along with the applicable forms necessary for the Contractor and/or Software Licensor execute, as necessary. The sign-off document, along with attachments, must be attached to the Purchase Order. The Commonwealth

agency will inform the Contractor whether they must execute the sign-off document as required by the federal government.

APPENDIX 1

LEASING TERMS AND CONDITIONS

A. TERM OF LEASE

The Contractor may provide any Leased Property under the Contract for any term up to 60 months, including a Fair Market Value Option for Lease/Purchases. The Lessee shall identify the term selected, as well as its election of either a Lease or Lease/Purchase option, on the Lease PO. The Lease term shall commence on the date the Lessee accepts the Leased Property by executing the Acceptance Certificate, and the term shall continue for the length specified on the Lease PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Leased Property in more than one delivery, unless otherwise specified in the specifications for the procurement, the Lessee will provide separate acceptance certificates for each delivery of the items, and the Lessee will make periodic payments for the Leased Property corresponding to the amount of the Leased Property delivered and accepted 30 days prior to the payment due date.

B. PAYMENTS

1. Full Term Intention. The Lessee shall pay the applicable monthly or annual rent payment for the Leased Property for the full Lease term, unless the Lessee terminates the Lease, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Lessee's obligation is payable only and solely from funds allotted for the purpose of the Lease. If sufficient funds are not appropriated for continuation of performance under any Lease for any fiscal year subsequent to the one in which the Lessee issued the Lease PO, the Lessee may return the Leased Property to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Lessee of all further obligations under the Lease, provided:
 - a. The Lessee delivers unencumbered title to the Leased Property to the Contractor or Initial Assignee (if applicable);
 - b. The Lessee returns the Leased Property to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and
 - c. The Lessee gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Leased Property is not being replaced by similar items from another vendor. In the event the Lessee returns the Leased Property for failure of appropriations, the Lessee shall pay all amounts then due under the Lease through the end of the fiscal year for which sufficient funds were appropriated for the Lease.

C. TITLE

Title to the Leased Property shall not pass to the Lessee but shall remain in the Contractor or Initial Assignee, whichever applies; except in the case of a Lease/Purchase, the title shall pass to the Lessee upon payment of the final installment or other concluding payment option.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Leased Property.
- b. The Leased Property shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Lessee will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Lessee will keep the Leased Property free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. USE AND LOCATION OF, AND ALTERATION TO LEASED PROPERTY

The Lessee shall keep the Leased Property within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Leased Property. The Lessee, at its own cost and expense, shall maintain the Leased Property in good operating condition and will not use or deal with the Leased Property in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Lessee agrees not to misuse, abuse, or waste the Leased Property and the Lessee will not allow the Leased Property to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes, or modifications to the Leased Property shall be made without the approval of the Contractor/Initial Assignee.

E. RISK OF LOSS

The Contractor shall assume and bear the risk of loss or damage to, or theft of, the Leased Property and all component parts while the Leased Property or parts are in the Lessee's possession, unless the Lessee could have prevented such loss, damage, or theft by exercising reasonable care or diligence in the use, protection, or care of the Leased Property or parts. No loss or damage to the Leased Property or parts shall impair any Contractor or Lessee obligation under the Lease, except as expressly provided in these Leasing Terms and Conditions. If the damage could not have been prevented by the Lessee's exercise of reasonable care or diligence, and the Contractor determines the Leased Property or parts can be economically repaired, the Contractor shall repair or cause to be repaired all damages to the Leased Property or their parts. In the event that the any of the Leased Property or their parts are stolen or destroyed, or if in the Contractor's opinion they are rendered irreparable, unusable, or damaged, the affected Leased Property shall be considered a total loss and the

Lease shall terminate as to that Leased Property, and the Lessee's obligation to pay rent for the affected Leased Property shall be deemed to have ceased as of the date of the loss.

F. WARRANTIES

1. The Lessee shall have the benefit of any and all manufacturer or supplier warranties for the Leased Property during the Lease term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Lessee's quiet enjoyment of the Leased Property so long as no event of default as defined in Section J shall have occurred and be continuing.

G. LIABILITY

1. The Lessee assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Lessee's possession, use, operation, condition, or storage of any Leased Property, whether such injury or death be of agents or employees of the Lessee or of third parties, and whether such property damage be to the Lessee's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Lessee, its agents or employees, and provided that judgment has been obtained against the Lessee, its agents or employees. This provision shall not be construed to limit the governmental immunity of any Lessee.
2. The Lessee shall, during the Lease term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this Subsection, including but not limited to risks of public liability and property damage.

H. ASSIGNMENT

1. The Lessee shall not assign any Lease PO or other interest in the Leased Property without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Lease PO and Leased Property to an Initial Assignee, who in turn may further assign and/or grant a security interest in a Lease to a subsequent assignee without the Lessee's consent. Any other Contractor assignment shall require the Lessee's prior written consent. Upon written notice to the Lessee, the Contractor may assign payments under any Lease to a third party.
2. The Contractor may assign, without Lessee consent, any Lease PO to a third party ("Initial Assignee") who will fund the purchase of the Leased Property. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Leased Property. The Contractor shall notify the Lessee of any Lease PO assignment in its acknowledgment of the Lease PO to the Lessee, providing the Lessee with a copy of the assignment agreement between the Contractor and the Initial Assignee.

3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants, or obligations under the Contract Documents. By issuing a Lease PO, the Lessee waives any claims it may have under the Lease against the Initial Assignee for any loss, damage, or expense caused by, defect in, or use or maintenance of any Leased Property. The Lessee acknowledges that the Initial Assignee is not the supplier of the Leased Property and is not responsible for their selection or installation. After the ordering Lessee executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Leased Property is unsatisfactory for any reason, the ordering Lessee shall, nevertheless, continue to make payments under the applicable Lease terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Lessee executes and the Initial Assignee receives an Acceptance Certificate:
 - a. The Lessee shall, regardless of whether any portion of the Leased Property is unsatisfactory for any reason, nevertheless, continue to make payments under the applicable Lease and shall make any claim relating to the Leased Property against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and
 - b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.
5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS A LEASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE LEASED PROPERTY), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE LESSEE TAKES THE LEASED PROPERTY "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE LESSEE HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS, OR LOSS OF USE.

I. FINANCING AND PREPAYMENT

1. If the Contractor is not the supplier of the Leased Property, the Contractor will pay the charges for the Leased Property directly to the supplier. In the event the Contractor assigns the Lease to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Lease to an Initial Assignee, the Lessee's obligation to make rental payments for the Leased Property for which the Lessee has executed and delivered acceptance certificates shall not be affected by any discontinuance, return, or destruction of any license or licensed program materials, or by any Lessee dissatisfaction with any Leased Property.
2. The Lessee may at any time terminate the financing for any Leased Property by prepaying its remaining rental payments. The Lessee shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Lessee of the balance to be paid.
3. If the Lessee purchases Contract items related to Leased Property prior to the expiration of the Lease term, or if the Lease is terminated for any reason except non-appropriation as described in Section B, and if the Leased Property has been delivered and the Lessee has executed and delivered to the Contractor an acceptance certificate, the Lessee shall prepay such Leased Property.

J. REMEDIES FOR DEFAULT

1. If the Lessee does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Lessee is delinquent in payment, if the Lessee breaches any other provision under these Leasing Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Lessee files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency, or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
 - a. Terminate the applicable Lease.
 - b. Take possession of any or all Leased Property in the Lessee's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Leased Property may be and remove and repossess the Leased Property, from the premises without being liable to the Lessee in any action or legal proceedings. The Contractor/assignee may, at its option, sell the repossessed Leased Property at public or private sale for cash or credit. The Lessee shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Leased Property and placing the Leased

Property in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Leased Property shall include only those items that were leased or lease/purchased under the Lease.

- c. Recover from the Lessee all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the contractor's/assignee's termination of the applicable Lease. The Treasury Constant Maturities are published in Statistical Release .15 and may be accessed via the Federal Reserve Board's Internet website.
2. In the event of Contractor default under the Default provision of the Contract, the Lessee may pursue one or more of the following remedies:
- a. If the rental payments under the Lease have been assigned to an Initial Assignee, the Lessee shall continue to make payments for that Leased Property which has been delivered and for which the Lessee has provided acceptance certificates to the Contractor/Initial Assignee.
 - b. The Lessee may cancel, without liability for payment, its order for any Leased Property which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the rental payments will be recalculated to take into consideration and pay for the actual amount of Leased Property which was delivered and accepted. If no Leased Property has been delivered and accepted, the Lessee may terminate the Lease without liability for any payment.
 - c. If payments have not been assigned, the Lessee may set off or counterclaim any and all damages incurred by the Lessee as a result of the Contractor's default against its obligation to make rental payments.

K. PURCHASE OPTION

If the Lessee is not in default, it shall have the right at the expiration of the Lease term to buy the Leased Property "as is with no additional warranty" by tendering the purchase option amount the parties have established. For any Lease with a Fair Market Value Option, the fair market value of the equipment shall be established by the Contractor/Initial Assignee and shall not exceed the then-current purchase price of the Leased Property as established in the Contract. Upon the Lessee's exercise of a purchase option and payment of the required amount to the Contractor/Initial Assignee, all right, title, and interest in the Leased Property shall pass to the Lessee.

L. EXTENSION

If the Lessee does not elect to purchase the Leased Property at the expiration of a Lease term, and the Lessee is not in default under the Lease, the Lessee may elect to extend the Lease by written notification to the Contractor/Initial Assignee. The Lessee will make any elective extension under the same Leasing Terms and Conditions, including any rent payable (not less than fair market rental value), and will continue until the earlier of termination by either party upon one month's prior written notice, or five years from the date of installation.

M. RETURN OF LEASED PROPERTY

At the expiration or termination of a Lease for any Leased Property, or upon Contractor/Initial Assignee demand pursuant to Section J, the Lessee shall promptly return the Leased Property, freight prepaid, to any location in the continental United States specified by the Contractor/Initial Assignee. The Lessee shall pay the required rent for the Leased Property until they have been shipped to the Contractor.

1. As a matter of policy, the Commonwealth has determined that all hard drives contain information that is confidential or sensitive, the Contractor shall, at its discretion, either remove and destroy any hard drive from the Leased Property or clean the hard drive to Office of Administration/U.S. Department of Defense standards, and the Contractor shall provide written certification to the Lessee that the hard drive has been destroyed or cleaned to Office of Administration/U.S. Department of Defense standards.
2. Except in the event of a total loss of any or all Leased Property as described in Section E., and except for any costs associated with the removal, destruction, and cleaning of any hard drives, the Lessee shall pay any costs the Contractor/Initial Assignee incurs to restore the Leased Property to good operating condition in accordance with the Contract specifications. All parts the Contractor/Initial Assignee may remove and replace shall become the Contractor's/Initial Assignee's property.
3. The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item.

N. COMPLIANCE WITH INTERNAL REVENUE CODE

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Lessee shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Lessee shall also keep a copy of each notification of assignment with the Lessee's counterpart of the order and shall not, during the Lease

term, permit the Leased Property to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.

2. Governmental status. Eligible Lessees include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Lessee's status under the IRC shall constitute an event of default by the Lessee. If the Internal Revenue Service rules that the Lessee does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Lessee fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Lessee will, upon demand, pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

O. GOVERNING LAW

All Leases made under these Leasing Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Leasing Terms and Conditions.

P. NOTICES

Service of all notices under these Leasing Terms and Conditions shall be sufficient if delivered to the Lessee at the address set forth in the applicable Lease PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Lease PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

APPENDIX 2

INSTALLMENT PURCHASE TERMS AND CONDITIONS

A. TERM OF INSTALLMENT PURCHASE

The Contractor may provide any Installment Items under the Contract for any term up to 60 months. The Purchaser shall identify the term selected on the Installment Purchase PO. The Installment Purchase term shall commence on the date the Purchaser accepts the Installment Items by executing the Acceptance Certificate, and the term shall continue for the length specified on the Installment Purchase PO. The form of the Acceptance Certificate is attached as Appendix S to the RFP.

If the Contractor delivers the Installment Item in more than one delivery, unless otherwise specified in the Installment Purchase PO, the Purchaser will provide separate Acceptance Certificates for each delivery of the Installment Items, and the Purchaser will make periodic payments for the Installment Items corresponding to the amount of the Installment Items delivered and accepted 30 days prior to the payment due date.

To the extent that there is a conflict between the other terms and conditions of the Contract and these Installment Purchase Terms and Conditions, these Installment Purchase Terms and Conditions shall prevail to the extent that the Purchaser has elected an Installment Purchase option.

B. PAYMENTS

1. Full Term Intention. The Purchaser shall pay the applicable monthly or annual payment for the Installment Items. The Purchaser shall continue payment for the full Installment Purchase term, unless the Purchaser terminates the Installment Purchase, either for Contractor default as set forth in the Default provision of the Contract or for non-appropriation of funds as specified in this Section.
2. Non-appropriation. The Purchaser's obligation is payable only and solely from funds allotted for the purpose of the Installment Purchase. If sufficient funds are not appropriated for continuation of performance under any Installment Purchase for any fiscal year subsequent to the one in which the Purchaser issued the Installment Purchase PO, the Purchaser may return the Installment Items to the Contractor/Initial Assignee (as applicable), and thereafter the Contractor/Initial Assignee shall release the Purchaser of all further obligations under the Installment Purchase, provided:
 - a. The Purchaser delivers unencumbered title to the Installment Items to the Contractor or Initial Assignee (if applicable);
 - b. The Purchaser returns the Installment Items to the Contractor/Initial Assignee in good condition, reasonable wear and tear excepted; and

- c. The Purchaser gives 30 days written notice of the failure of appropriations to the Contractor/Initial Assignee, along with a certification that the Installment Items are not being replaced by similar items from another vendor. In the event the Purchaser returns the Installment Items for failure of appropriations, the Purchaser shall pay all amounts then due under the Installment Purchase through the end of the fiscal year for which sufficient funds were appropriated for the Installment Purchase.

C. TITLE

Title to the Installment Items shall pass to the Purchaser at the time and place of delivery to the Purchaser of each unit of equipment, except as otherwise set forth in the Contract or PO. The Contractor or Initial Assignee shall have a purchase money security interest in the Installment Items until payment of all installments as set forth in the payment schedule are made, or if the Purchaser prepays its installments, upon payment of the agreed amount between the Contractor and the Purchaser as set forth in Section I of this Appendix.

- a. Upon payment of the final installment or other concluding payment option, neither the Contractor nor its assignee shall have any further interest in the Installment Items.
- b. The Installment Items shall remain personal property and shall not become a fixture or affixed to real property without consent of the Contractor/assignee.
- c. At the request of the Contractor or Initial Assignee, the Purchaser will join the Contractor/assignee in executing one or more UCC-1 financing statements.
- d. The Purchaser will keep the Installment Items free and clear of all encumbrances except the Contractor's/assignee's security interest.

D. USE AND LOCATION OF, AND ALTERATION TO INSTALLMENT ITEM

The Purchaser shall keep the Installment Items within the confines of the Commonwealth of Pennsylvania and shall inform the Contractor/Initial Assignee upon request of the location of the Installment Items. The Purchaser, at its own cost and expense, shall maintain the Installment Items in good operating condition and will not use or deal with the Installment Items in any manner which is inconsistent with the terms of the Contract or any applicable laws and regulations. The Purchaser agrees not to misuse, abuse or waste the Installment Items and the Purchaser will not allow the Installment Item to deteriorate, except for ordinary wear and tear resulting from their intended use. No alterations, changes or modifications to the Installment Items shall be made without the approval of the Contractor/Initial Assignee.

E. RISK OF LOSS

1. The Purchaser, after acceptance of the installment Items, shall assume and bear the risk of loss or damage to, or theft of, the Installment Items (including all component parts from

any cause other than action or inaction of the Contractor/assignee. The loss or damage of the Installment Items shall not impair any obligation of the Purchaser under these Installment Purchase Terms and Conditions, which shall continue in full force and effect. In the event that all or part of the Installment Items shall, as a result of the above-mentioned causes, become, in the Purchaser's reasonable determination, lost, stolen, destroyed, rendered unusable, or irreparably damaged, then the Purchaser shall notify the Contractor/assignee in writing. At its option, the Purchaser shall elect either:

- a. to replace the equipment with like equipment, or
 - b. to pay pro rata to the Contractor/assignee all payments then currently due according to the payment schedule, plus the pro rata principal portion of any remaining installments. The "pro rata principal portion of remaining installment payments" is that percentage of the principal portion of remaining installment payments as of the date of payment that the cost of the units of the equipment lost, stolen, destroyed, or rendered irreparably unusable or damaged bears to the total cost of the equipment determined by the amounts set forth in the Installment Purchase PO.
2. The Purchaser assumes all risks and liabilities for injury to or death of any person, or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Items, as more fully set forth in Paragraph 1 of Section G, below.
 3. The Purchaser agrees to insure the Installment Items as provided under Paragraph 2 of Subsection G, below.

F. WARRANTIES

1. The Purchaser shall have the benefit of any and all manufacturer or supplier warranties for the Installment Items during the Installment Purchase term.
2. The Contractor/Initial Assignee and any subsequent assignee warrants that neither the Contractor/Initial Assignee or subsequent assignee, nor anyone acting or claiming through these parties by assignment or otherwise, will interfere with the Purchaser's quiet enjoyment of the Installment Items so long as no event of default as defined in Section J shall have occurred and be continuing.

G. LIABILITY

1. The Purchaser assumes all risks and liabilities for injury to or death of any person or damage to any property, arising out of the Purchaser's possession, use, operation, condition, or storage of any Installment Item, whether such injury or death be of agents or employees of the Purchaser or of third parties, and whether such property damage be to the Purchaser's property or the property of others; provided, however, that the damage or injury results from the action or inaction of the Purchaser, its agents or employees, and provided that judgment has been obtained against the Purchaser, its agents or employees.

This provision shall not be construed to limit the governmental immunity of any Purchaser.

2. The Purchaser shall, during the Installment Purchase term, either self-insure or purchase insurance to cover the risks it has assumed under Paragraph 1 of this section, including but not limited to risks of public liability and property damage.

H. ASSIGNMENT

1. The Purchaser shall not assign any Installment Purchase PO or other interest in the Installment Item without the prior written consent of the Contractor or its assignee. The Contractor may assign, and/or grant security interests in whole or in part in, the Installment Purchase PO and Installment Item to an Initial Assignee, who in turn may further assign and/or grant a security interest in an Installment Purchase to a subsequent assignee without the Purchaser's consent. Any other Contractor assignment shall require the Purchaser's prior written consent. Upon written notice to the Purchaser, the Contractor may assign payments under any Installment Purchase to a third party.
2. The Contractor may assign, without Purchaser consent, any Installment Purchase PO to a third party ("Initial Assignee") who will fund the purchase of the Installment Item. The Initial Assignee may take title to, and assume the right to receive all rental payments for, the Installment Item. The Contractor shall notify the Purchaser of any Installment Purchase PO assignment in its acknowledgment of the Installment Purchase PO to the Purchaser, providing the Purchaser with a copy of the assignment agreement between the Contractor and the Initial Assignee.
3. Notwithstanding any provisions to the contrary in the Contract, in the event of an assignment to an Initial Assignee, the Initial Assignee shall be bound only to the Contractor's obligations specified in these Leasing Terms and Conditions. An Initial Assignee shall not be responsible for any of the Contractor's additional representations, warranties, covenants or obligations under the Contract Documents. By issuing an Installment Purchase PO, the Purchaser waives any claims it may have under the Installment Purchase against the Initial Assignee for any loss, damage or expense caused by, defect in, or use or maintenance of any Installment Item. The Purchaser acknowledges that the Initial Assignee is not the supplier of the Installment Item and is not responsible for their selection or installation. After the ordering Purchaser executes, and the Initial Assignee receives, an Acceptance Certificate, if any portion of the Installment Item is unsatisfactory for any reason, the ordering Purchaser shall, nevertheless, continue to make payments under the applicable Installment Purchase terms and shall make any claim against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee of the Initial Assignee.
4. After a Purchaser executes and the Initial Assignee receives an Acceptance Certificate:
 - a. The Purchaser shall, regardless of whether any portion of the Installment Item is unsatisfactory for any reason, nevertheless, continue to make payments under the

applicable Installment Purchase and shall make any claim relating to the Installment Item against the Contractor or the manufacturer, not against the Initial Assignee or any subsequent assignee; and

- b. The rights of the Initial Assignee and any subsequent assignee to receive rental payments are absolute and unconditional and shall not be affected by any defense or right of set-off.

5. Warranty Disclaimer

IN THE EVENT THE CONTRACTOR ASSIGNS AN INSTALLMENT PURCHASE TO AN INITIAL ASSIGNEE, SUCH INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE MAKE NO WARRANTY (OTHER THAN A WARRANTY OF QUIET ENJOYMENT OF THE INSTALLMENT ITEM), EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. AS TO THE INITIAL ASSIGNEE AND ANY SUBSEQUENT ASSIGNEE, THE PURCHASER TAKES THE INSTALLMENT ITEM "AS IS." IN NO EVENT SHALL THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE HAVE ANY LIABILITY FOR, NOR SHALL THE PURCHASER HAVE ANY REMEDY AGAINST, THE INITIAL ASSIGNEE OR ANY SUBSEQUENT ASSIGNEE FOR CONSEQUENTIAL DAMAGES, LOSS OF SAVINGS OR LOSS OF USE.

I. FINANCING AND PREPAYMENT

1. If the Contractor is not the supplier of the Installment Item, the Contractor will pay the charges for the Installment Items directly to the supplier. In the event the Contractor assigns the Installment Purchase to an Initial Assignee, the Initial Assignee will pay the charges directly to the Contractor or the supplier, as applicable. If the Contractor has assigned rental payments under the Installment Purchase to an Initial Assignee, the Purchaser's obligation to make rental payments for the Installment Item for which the Purchaser has executed and delivered acceptance certificates shall not be affected by any discontinuance, return or destruction of any license or licensed program materials, or by any Purchaser dissatisfaction with any Installment Item.
2. The Purchaser may at any time elect to prepay its remaining Installment Purchase payments. The Purchaser shall provide notice of the intended prepayment date, which shall be at least one month after the date of the notice. Depending on market conditions at the time, the Contractor/Initial Assignee may reduce the balance of the remaining rental payments to reflect the requested prepayment and shall advise the Purchaser of the balance to be paid.
3. If the Purchaser purchases Contract items related to Installment Item prior to the expiration of the Installment Purchase terms, or if the Installment Purchase is terminated for any reason except non-appropriation as described in Section B of these Installment

Purchase Terms and Conditions, and if the Installment Item has been delivered and the Purchaser has executed and delivered to the Contractor an acceptance certificate, the Purchaser shall prepay such Installment Item.

J. REMEDIES FOR DEFAULT

1. If the Purchaser does not make a required payment within 30 days after its due date and such nonpayment continues for 15 days after receipt of written notice from the Contractor/Initial Assignee that the Purchaser is delinquent in payment, if the Purchaser breaches any other provision under these Installment Purchase Terms and Conditions and such breach continues for 15 days after receipt of written notice of the breach from the Contractor/Initial Assignee, or if the Purchaser files any petition or proceeding (or has a petition or proceeding filed against it) under any bankruptcy, insolvency or similar law, the Contractor/Initial Assignee may pursue and enforce the following remedies, individually or collectively:
 - a. Terminate the applicable Installment Purchase.
 - b. Take possession of any or all Contract items in the Purchaser's possession, without any court order or other process of law. For such purpose, upon written notice of its intention to do so, the Contractor or its assignee may enter upon the premises where the Contract items may be and remove and repossess the Contract items from the premises without being liable to the Purchaser in any action or legal proceedings. The Contractor/assignee, at its option, may, sell the repossessed Contract items at public or private sale for cash or credit. The Purchaser shall be liable for the Contractor's/assignee's expenses of retaking possession, including without limitation the removal of the Contract items and placing the Contract items in good operating condition (if not in good operating condition at the time of removal) in accordance with the manufacturer's specifications. Repossessed Contract items shall include only those items that were purchased under the Installment Purchase.
 - c. Recover from the Purchaser all rental payments then due, plus the net present value of the amount of the remaining rental payments. The present value of such remaining rental payments shall be calculated using a discount rate equal to the average of the weekly two- and three-year Treasury Constant Maturities published by the Federal Reserve Board for the last calendar week of the month preceding the Contractor's/assignee's termination of the applicable Installment Purchase. The Treasury Constant Maturities are published in Statistical Release H.15 and may be accessed via the Federal Reserve Board's Internet website at <http://www.federalreserve.gov/>.
2. In the event of Contractor default under the Default provision of the Contract, the Purchaser may pursue one or more of the following remedies:
 - a. If the payments under the Installment Purchase have been assigned to an Initial Assignee, the Purchaser shall continue to make payments for that Installment Item

which has been delivered and for which the Purchaser has provided acceptance certificates to the Contractor/Initial Assignee.

- b. The Purchaser may cancel, without liability for payment, its order for any Installment Item which has not been delivered and for which it has not issued acceptance certificates. In this instance, the amount of the Contract payments will be recalculated to take into consideration and pay for the actual amount of Installment Items which was delivered and accepted. If no Installment Items have been delivered and accepted, the Purchaser may terminate the Installment Purchase without liability for any payment.
- c. If payments have not been assigned, the Purchaser may set off or counterclaim any and all damages incurred by the Purchaser as a result of the Contractor's default against its obligation to make payments.

K. COMPLIANCE WITH INTERNAL REVENUE CODE

1. Tax Exempt Financing. If it intends to provide tax exempt financing, the Contractor/Initial Assignee must file, in timely fashion, any reports the Internal Revenue Service may require with respect to the order under the Internal Revenue Code (IRC). The Purchaser shall cooperate with the Contractor/Initial Assignee in the preparation and execution of these documents. The Purchaser shall also keep a copy of each notification of assignment with the Purchaser's counterpart of the order and shall not permit, during the Installment Purchase term, the Installment Item to be directly or indirectly used for a private business use within the meaning of Section 141 of the IRC.
2. Governmental status. Eligible Purchasers include State entities or political subdivisions of a State for the purpose of Section 103(a) of the IRC as well as tax exempt non-profit corporations and entities under 501(c)(4) of the IRC. Any misrepresentation of a Purchaser's status under the IRC shall constitute an event of default by the Purchaser. If the Internal Revenue Service rules that the Purchaser does not so qualify under either Section 103(a) or 501(c)(4) of the IRC, or if the Purchaser fails to cooperate with the Contractor/Initial Assignee in the preparation and execution of any reports required under Section 124 or 149 of the IRC (including 8038G and 8038GC forms), the Purchaser, upon demand, will pay the Contractor/Initial Assignee a sum the Contractor/Initial Assignee determines sufficient to return the Contractor/Initial Assignee to the economic status it would otherwise have received.

L. GOVERNING LAW

All Installment Purchases made under these Installment Purchase Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, except that the parties agree that Article 2A of the Uniform Commercial Code shall not apply or govern transactions under these Installment Purchase Terms and Conditions.

M. NOTICES

Service of all notices under these Installment Purchase Terms and Conditions shall be sufficient if delivered to the Purchaser at the address set forth in the applicable Installment Purchase PO, or to the Contractor/Initial Assignee at the address set forth in its acknowledgment of the Installment Purchase PO, including any attached document. Notices by mail shall be effective when deposited in the U.S. mail, properly addressed, with sufficient paid postage. Notices delivered by hand or by overnight courier shall be effective when actually received.

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops		\$ -
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ -
3 - General IT Peripherals		\$ -
4 - Apple Devices		\$ -
5 - Server Hardware		\$ -
6 - Storage Hardware		\$ -

Appendix H: Technical Submittal Response Template

Business Proposal

Instructions: Fill out the yellow shaded areas or where an Offeror Response is indicated. This section contains questions related to general supplier information. The Commonwealth would like to understand your company's background and financial stability.

Offeror Name:

General Questions and Supplier Stability

1. Provide the name, title, street address, city, state, zip code, e-mail address, and telephone numbers (including mobile) of the primary contact person for this RFP.

Name of Primary Contact	
Title	
Address	
City	
State	
Zip Code	
Email Address	-
Telephone	
Mobile	

2. Please provide the following corporate information.

Primary Line of Business:	
Type of Business Organization (e.g. LLC)	
# of years in business:	
# of employees:	
Annual Revenue for 2015:	
Annual Revenue for each of the last 5 years:	
Annual Revenue from Public Sector Clients for 2015:	
Name of Parent Company, if any:	
Name of Subsidiaries, if any:	

3. *Financial Capability. Describe your company's financial stability and economic capability to perform the contract requirements. Attach your company's financial statements (audited, if available) for the past three fiscal years. Financial statements must include the company's Balance Sheet and Income Statement or Profit/Loss Statements. Also include a Dun & Bradstreet comprehensive report, if available. If your company is a publicly traded company, please provide a link to your financial records on your company website in lieu of providing hardcopies. The Commonwealth reserves the right to request additional information it deems necessary to evaluate an Offeror's financial capability.*

Offeror Response

4. *Is your firm's primary line of business in the area of Information Technology Hardware and Services? Indicate with an "X" below:*

Yes No

5. *Are there other related lines of business that your firm is engaged in? If so, please list and describe.*

Offeror Response

6. *Are major changes (acquisitions, re-structuring, alliances, joint ventures) taking place in your organization? Please provide your answer as succinctly as possible since we are only asking for very critical business changes that might significantly impact our evaluation of your company/proposal.*

Offeror Response

7. *Who are your five largest customers? Please state the % of your revenue derived from your top 5 customers. Please list the % for each of your top 5 customers separately. (e.g., customer 1 - X%, customer 2 - Y%, customer 3 - Z%).*

Customer Name	2015 Revenue from Customer (\$)	% of Revenue derived from Customer

8. Objections and/or additions to standard Terms and Conditions and / or SLAs. Please document any objections and/or requested additions to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix E, Software License Requirements Agreement Template, and Appendix K, Service Level Requirements** here. Please attach redlined versions for all Appendices A, E, and K that you take exception to.

Offeror Response

9. Emergency Preparedness. Referencing RFP Part IV, Section IV-3 I, Emergency Preparedness, please describe your company's emergency response continuity of operations plan specific to this Lot. Attach a copy of the plan, or at a minimum, summarize how the plan addresses the following aspects of pandemic preparedness:

- a) Employee training (describe Offeror's training plan, and how frequently it will be shared with employees)
- b) Identified essential business functions and key employees (of yours) necessary to carry them out
- c) Contingency plans for:
 - i.) How Offeror will handle staffing issues when a portion of key employees are incapacitated due to illness.
 - ii.) How Offeror employees will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
- d) How Offeror will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
- e) How and when Offeror's emergency plan will be tested, and if the plan will be tested by a third-party.

Offeror Response

Technical Submittal Response Template

Instructions: Fill out the yellow shaded areas or where an Offeror Response is indicated, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for which you are submitting a proposal.

Offeror Name:

Please indicate below with an “X” the Lots for which your company is submitting a proposal:

- a. Lot 1 – Desktops, Laptops, Tablets, Ultra-Portable Laptops
- b. Lot 2 – Tablets, Rugged Devices, Non-Traditional Desktops
- c. Lot 3 – General Information Technology Peripherals
- d. Lot 4 – Apple Devices
- e. Lot 5 – Server Hardware
- f. Lot 6 – Storage Hardware

Lot 1 – Desktops, Laptops and Ultra-Portable Laptops

All your answers in this section should be specific to Lot 1.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company’s understanding of the Commonwealth’s objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide for this Lot.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3 K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for your company’s proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Specify the steps, timing and associated roles and responsibilities, and include a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. INVENTORY/ASSET MANAGEMENT. Please describe your company’s inventory management process including its ability to share asset data records with the

Commonwealth. Additionally, how has your company have helped other states effectively manage their hardware assets?

Offeror Response

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

12. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how you will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

Offeror Response

14. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

Offeror Response

15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

16. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

17. SELF-CLEANSING. Referencing the Information Technology Policy ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.1.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent

sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

18. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

19. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

20. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops

All your answers in this section should be specific to Lot 2.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a “Just-in-time” approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. INVENTORY/ASSET MANAGEMENT. Please describe your company’s inventory management process including its ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

Offeror Response

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

12. ASSET FLEXIBILITY. Please describe how your company can provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company’s supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

Offeror Response

14. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth’s current service environment by meeting or exceeding these requirements.

Offeror Response

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

16. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.2.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

19. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

Lot 3 – General Information Technology (IT) Peripherals

All your answers in this section should be specific to Lot 3.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. COVERAGE. Please describe the manufacturers your company carries, and describe the extent of coverage across product types and manufacturers.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for the proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company’s plan for contract implementation. Please specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps.

Offeror Response

9. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

10. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs and provide an effective expediting process if necessary.

Offeror Response

11. PUNCH-OUT SITE. Please provide a detailed explanation of how your company will meet the Commonwealth's need for a punch-out site.

Offeror Response

12. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

13. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

14. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

Lot 4 – Apple Devices

All your answers in this section should be specific to Lot 4.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. **PRODUCT DESCRIPTIONS.** Please provide a detailed description of the items being proposed for this Lot. Please include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. **REFERENCES.** Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. **PAST PUBLIC SECTOR EXPERIENCE.** Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. **REPORTING.** Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. **STAFFING.** Please provide a staffing plan for your company’s proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff your company will be assigning to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps, including how your company plans to help the Commonwealth transition to a more mobile work environment over time.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process including your company's ability to share asset data records with the Commonwealth. Additionally, how has your company helped other states effectively manage their hardware assets?

Offeror Response

11. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into your product portfolio and rolling them out to customers?

Offeror Response

12. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

13. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

Offeror Response

14. DEVICE ENROLLMENT PROGRAM. Does your company participate in Apple's Device Enrollment Program?

Offeror Response

15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

16. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

17. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.4.ii.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

18. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

19. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

20. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

Lot 5 – Server Hardware and Services

All your answers in this section should be specific to Lot 5.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company's understanding of the Commonwealth's objectives and the services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot.

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company’s experience and provide detailed examples of your work specific to the references provided above for this Lot.

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for your proposed services (specific to this Lot), outlining key staff and their relevant experience, and describing their roles and

responsibilities. Include an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and include a summary chart. Please provide implementation steps as well as an explanation of how your company will assist the Commonwealth with its goal of standardizing server options.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

11. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process as well as how your company has helped other states effectively manage their hardware assets.

Offeror Response

12. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

13. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

14. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

Offeror Response

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

16. SELF-CLEANSING. Referring to Information Technology Policy ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.5.iii.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

19. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

20. CONSUMPTION BASED PRICING MODEL: Please describe and confirm your company's ability to provide a consumption based pricing model for any or all of the following scenarios: devices procured through this Lot and located onsite, in a third-party data center, or in a data center operated by your company. Also, provide a narrative description of each pricing model.

Offeror Response

Lot 6 – Storage Hardware and Services

All your answers in this section should be specific to Lot 6.

1. UNDERSTANDING OF THE PRODUCTS AND SERVICES REQUIRED. State in succinct terms your company’s understanding of the Commonwealth’s objectives and the products and services required by this RFP for this Lot.

Offeror Response

2. PROPOSAL SUMMARY. Provide a summary description of the proposed effort and the services and solutions that your company will provide.

Offeror Response

3. PRODUCT DESCRIPTIONS. Please provide a detailed description of the items being proposed for this Lot. Include information such as model numbers, product line and additional technical information that may not be captured in the Standard Configurations outlined in **Appendix C, Cost Proposal Response Template**. Please ensure that the proposed products and services meet or exceed the minimum requirements outlined in **Appendix C, Cost Proposal Response Template**. Please also include your strategy to meet the Commonwealth’s Scalability and Reliability needs for these devices.

Offeror Response

4. REFERENCES. Please provide three (3) public sector references for contracts similar in size and scope to the Commonwealth, including contract scope, client name, contact name, title, address, email address and telephone number. At least two (2) of these references must be state governments. References should be relevant to this Lot

	Reference 1	Reference 2	Reference 3
Contract Scope			
Client Name			
Contact Name			
Contact Title			
Address			
Email			
Telephone #			
State Government? Y/ N			

5. PAST PUBLIC SECTOR EXPERIENCE. Please describe your company's experience and provide detailed examples of your work specific to the references provided above for this Lot

Offeror Response

6. REPORTING. Please describe how your company will meet the requirements in Part IV, Section IV-3.K, *Quarterly Report*. Attach a sample report, if possible. Please also describe how your company will handle Quarterly Business Reviews.

Offeror Response

7. STAFFING. Please provide a staffing plan for your company's proposed services (specific to this Lot), outlining key staff and relevant experience, and describing their roles and responsibilities. Attach an organizational chart and resumes for the key staff being assigned to the Commonwealth. Please specify the account manager and regional leads. Identify by name any subcontractors and the services they will perform.

Offeror Response

8. IMPLEMENTATION PLAN: Please describe your company's plan for contract implementation. Specify the steps, timing, and associated roles and responsibilities, and attach a summary chart. Please provide Lot-specific implementation steps.

Offeror Response

9. JUST-IN-TIME PURCHASING. Has your company previously worked with state governments to facilitate a "Just-in-time" approach to hardware purchasing that reduces unnecessary advance purchasing and inventorying of hardware? If so, please describe.

Offeror Response

10. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

Offeror Response

11. INVENTORY/ASSET MANAGEMENT. Please describe your company's inventory management process as well as how your company has helped other states effectively manage their hardware assets.

Offeror Response

12. EMERGING TECHNOLOGIES. How does your company go about incorporating emerging technologies into its product portfolio and rolling them out to customers?

Offeror Response

13. ASSET FLEXIBILITY. Please describe how your company will provide the Commonwealth asset flexibility as Information Technology needs change. This can include events such as asset upgrades, expansions, retirement or any other method of updating the existing hardware environment. Please also describe how your company will handle Standard Configuration Reviews and refresh the standard configurations.

Offeror Response

14. SUPPLY CHAIN MANAGEMENT/MANAGED LOGISTICS. Please describe your company's supply chain network and how it is designed to maximize customer service. The Commonwealth desires a contractor that can, among others things, provide staging and storage, respond quickly to changing needs, and provide an effective expediting process if necessary.

Offeror Response

15. INFORMATION TECHNOLOGY POLICIES (ITP). Referring to Part I, Section I-28, please list any non-applicable ITPs and the rationale for why they are not applicable.

Offeror Response

16. SELF-CLEANSING. Referring to Information Technology Policy, ITP-SEC015, *Data Cleansing Policy* (http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf), and Part IV, Section IV-3.A.6.iv.a of the RFP, please describe how your company's data cleansing processes meet these policy requirements and how your company will prevent sensitive information from being released when decommissioning or repairing hardware. Please also describe the OEM's means for providing data cleansing services.

Offeror Response

17. CONTINUOUS IMPROVEMENT. Please describe how you will continuously improve the contract and help drive cost savings over the contract term.

Offeror Response

18. ACCESSIBILITY PLAN: Please describe your plan for accessibility accommodations of assistive technology specific to this Lot. Please provide Lot-specific services and options available and how you intend to help the Commonwealth transition to a more accessibility focused work environment.

Offeror Response

19. REQUIRED CONTRACT SERVICES PLAN: Please describe and confirm your plan to fully implement your available services specific to this Lot. Please also provide any

additional Lot-specific services and options you are capable of providing at no additional cost to the Commonwealth.

Offeror Response

20. CONSUMPTION BASED PRICING MODEL: Please describe and confirm your company's ability to provide a consumption based pricing model for any or all of the following scenarios: devices procured through this Lot and located onsite, in a third-party data center, or in a data center operated by your company. Also, provide a narrative description of each pricing model.

Offeror Response

APPENDIX S
LEASE
ACCEPTANCE
CERTIFICATE

Purchase order number _____ dated _____ 20 _____, by and between _____ (Contractor) and _____ (Commonwealth Agency).

ACCEPTANCE CERTIFICATE

The undersigned hereby certifies and represents to, and agrees with, the contractor or its assignee as follows:

1. A unit(s) of the equipment and/or financed item(s) identified on the attached schedule have/has been delivered to _____ and accepted on the date indicated below.
2. The Commonwealth agency had conducted such inspection and/or testing of the unit(s) of the equipment and/or financed item(s) as it deems necessary and appropriate and hereby acknowledges that it accepts the such unit(s) of equipment.
3. The Commonwealth agency is not in any event of default as defined in IFB 6100024368 and no event which, with notice or lapse of item, or both, would become an event of default, has occurred and is continuing at the date thereof.

Commonwealth Agency

Name

Title

Date

APPENDIX T
OCI SUPPLIER PUNCH-OUT OVERVIEW

Punch Out Creation – Supplier

1. Open Catalog Interface (OCI)
2. Connectivity
3. Return from Catalog
4. Return Fields
5. Required and Optional Fields
6. Product Numbers
7. Configurable Products

Before we begin discussion about a Punch Out Website, Do you?

- ✓ Use OCI and HTTP
- ✓ Have available 80 or 443 Portals only
- ✓ Use UNSPSC code as a material group number
- ✓ Able to return UNSPSC with product information
- ✓ Able to pass back CWOPA contract # and Line #
- ✓ Accept all CWOPA users under one unique identity

Open Catalog Interface: Structure

The Open Catalog Interface (OCI) incorporates external product catalogs into SRM Server applications. This way, data that is required in order to create shopping cart items in the SRM Server can be transferred directly from the external catalog to the SRM Server application. The interface uses the transfer mechanisms of Hyper Text Transfer Protocol (HTTP).

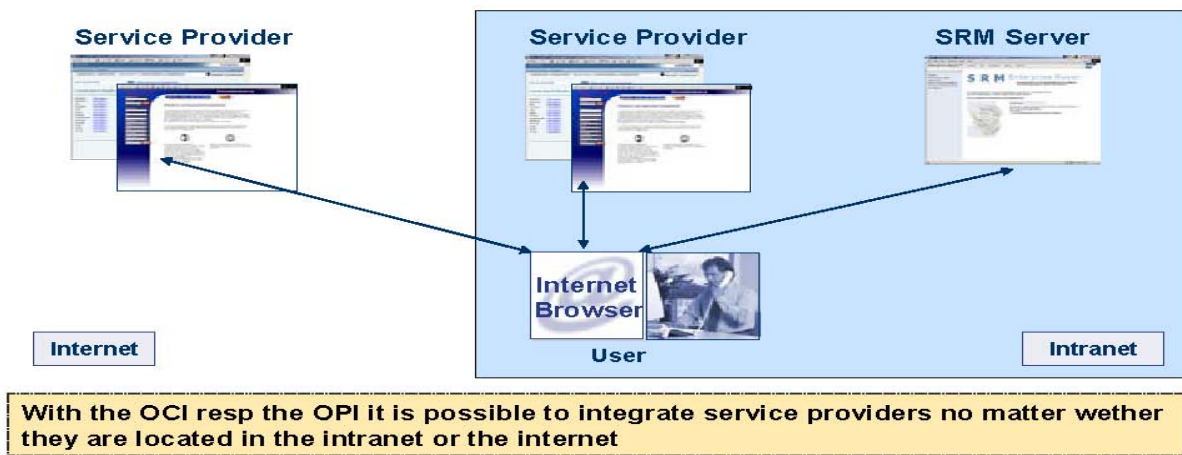
Structure

The vendor catalog interface consists of two sections: the outbound and the inbound sections.

Outbound Section The outbound section defines the information being sent from the SRM system to the vendor's catalog application. This includes such information as catalog URL and logon data that designated by the supplier.

Inbound Section The inbound section consists of information being sent from the vendor's catalog application to the SRM application. This section contains data on the items selected in the catalog, such as item descriptions, quantities ordered, and prices.

OCI/OPI Overview



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THE BEST-RUN BUSINESSES RUN SAP 

Graphic 1: System landscape

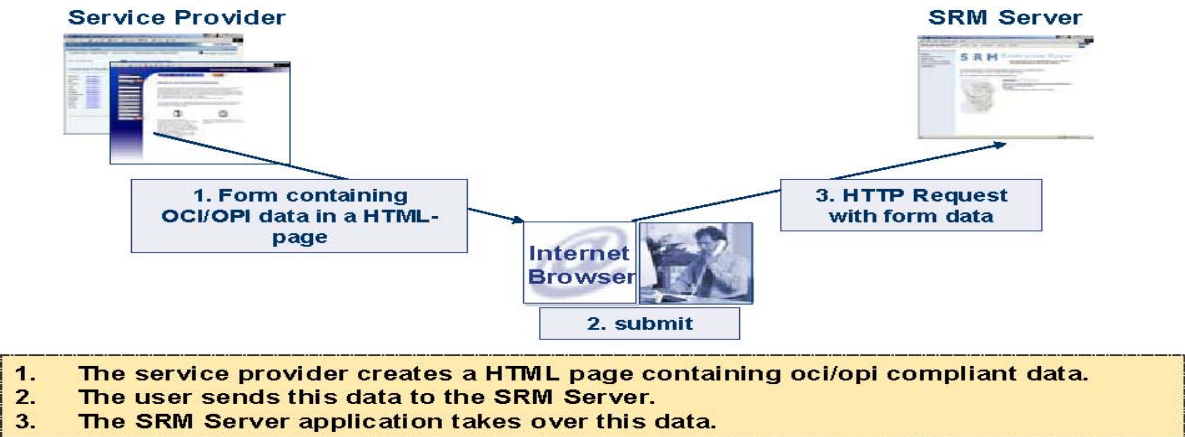
Connectivity

- ✓ The commonwealth uses 80/443 Portal only. In order to begin our Punch Out catalog the supplier must be able to use this port.
- ✓ In order for a product catalog to be called up via the Intranet or Internet, its URL must be known in the SRM Server. If the product catalog requires additional parameters for the call-up (for example, log-on names or language identifier), these must also be known in the SRM Server before the call-up.
- ✓ Most suppliers require a password to limit access to the website. Only one password for the whole of the Commonwealth will be used.

Return From Catalog

A HTML form is used to transfer the selected product data to the SRM Server. This form is part of a HTML page that must be created by the catalog. This page (the last page that is displayed by the catalog) is sent to the user's browser. The user can now send the form from this page to the SRM Server application that then takes over the form data.

OCI/OPI architecture II: taking over the data into the SRM Server Application



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Graphic 2: Transfer of the data

Return Data Fields

The naming convention for the fields in the OCI is as follows:

NEW_ITEM-<Field name>[<index>]. The field type is always CHAR.

INBOUND SECTION

Name	Length	Required/Optional	Details
NEW_ITEM-DESCRIPTION[n]	40	Required *	Description of the item
NEW_ITEM-MATNR[n]	40	Required* **	The SAP product number of the item
NEW_ITEM-QUANTITY[n]	15	Required	Item Quantity. (11 digits before the decimal point, 3 after it. Do not use commas for thousands. The decimal point “.” is included as 1 character)
NEW_ITEM-UNIT[n]	3	Required**	Unit of measure of the item. Must be the standard ISO code. A list will be provided.
NEW_ITEM-PRICE[n]	15	Required***	Price unit of the item. (11 digits before the decimal point, 3 after it. Do not use commas for thousands. The decimal point “.” is included as 1 character)
NEW_ITEM-PRICEUNIT[n]	5	Required	The number of units that must be purchased at the given price. (if empty, defaults to 1).
NEW_ITEM-CURRENCY[n]	5	Required***	Must be “USD”.

NEW_ITEM-LEADTIME[n]	5	Optional	Delivery time of the item in days. If not specified, no assumptions will be made about the lead-time.
NEW_ITEM-LONGTEXT_n:132[]	Unlimited	Required	Long text for the item. (This field is an exception for field length).
NEW_ITEM-VENDOR[n]	10	Required	Vendor number will be provided.
NEW_ITEM-VENDORMAT[n]	40	Optional	Vendor product number of the product.
NEW_ITEM-MANUFACTCODE[n]	10	Optional	Manufacturer's number
NEW_ITEM-MANUFACTMAT[n]	40	Optional	The manufacturer's part number of the product.
NEW_ITEM-MATGROUP[n]	10	Required	SAP material group. UNSPSC standard.
NEW_ITEM-SERVICE[n]	1	Optional	If this is a service item, Flag: the item is a service.
NEW_ITEM-CONTRACT[n]	10	Required/*****	SRM/SAP contract number. It will be provided.
NEW_ITEM-CONTRACT_ITEM[n]	5	Required/***** Optional	Line item number within a contract. Would be blank if the contract is a basic contract. Buyer would provide this information
NEW_ITEM-EXT_QUOTE_ID[n]	35	Required/***** Optional	Number of an external bid. Example: The catalog is able to create a quotation in the selling system. This is a reference to this quotation.
NEW_ITEM-EXT_QUOTE_ITEM[n]	10	Required/***** Optional	Item of external bid. A reference to an external quotation item.
NEW_ITEM-EXT_PRODUCT_ID[n]	40	Optional	Key to identify a product in the catalog for the vendor.
NEW_ITEM-ATTACHMENT[n]	255	Optional	URL of the attachment (the attachment must be accessible for downloading under this URL).
NEW_ITEM-ATTACHMENT_TITLE[n]	255	Optional	If the attachment title is transferred, this field contains this title. Otherwise, the field contains the file name taken from the field NEW_ITEM-ATTACHMENT.
NEW_ITEM-ATTACHMENT_PURPOSE[n]	1	Optional	If an attachment refers to a configuration, for a PC or car, for example, this field contains the letter C.
NEW_ITEM-EXT_SCHEMA_TYPE[n]	10	Optional****	Name of a schema via which was imported into SRM.
NEW_ITEM-EXT_CATEGORY_ID[n]	60	Optional****	Unique key for an external category from the schema above, independent of the version of the schema.
NEW_ITEM-EXT_CATEGORY[n]	40	Optional****	Unique key for an external category from the schema above, dependent of the version of the schema.

NEW_ITEM-SLD_SYS_NAME[n]	60	Optional	Name of a system in the System Landscape Directory
NEW_ITEM-CUST_FIELD1[n]	10	Optional	Customer-specific field
NEW_ITEM-CUST_FIELD2[n]	10	Optional	As above
NEW_ITEM-CUST_FIELD3[n]	10	Optional	As above
NEW_ITEM-CUST_FIELD4[n]	20	Optional	As above
NEW_ITEM-CUST_FIELD5[n]	50	Optional	As above

- * Either NEW_ITEM-DESCRIPTION[n] or NEW_ITEM-MATNR[n] must be filled. Only one of the two should be filled.
- ** NEW_ITEM-UNIT[n] if NEW_ITEM-MATNR[n] has not been filled
- *** NEW_ITEM-CURRENCY[n] if NEW_ITEM-PRICE[n] has been filled
- **** NEW_ITEM-EXT_SCHEMA_TYPE[n] if NEW_ITEM-EXT_CATEGORY_ID[n] or NEW_ITEM-EXT_CATEGORY[n] are used
- ***** NEW_ITEM-EXT_QUOTE_ID[n] if NEW_ITEM-EXT_QUOTE_ITEM[n] has been used
- ***** NEW_ITEM-CONTRACT[n] if NEW_ITEM-CONTRACT_ITEM[n] has been used

Required and Optional Fields

The following fields are **required** fields in all cases:

- Either NEW_ITEM-DESCRIPTION[n] or NEW_ITEM-MATNR[n] must be filled. Only one of the two should be filled.
- NEW_ITEM-QUANTITY[n]

The following fields are required fields depending on conditions:

- NEW_ITEM-UNIT[n] if NEW_ITEM-MATNR[n] has not been filled
- NEW_ITEM-CURRENCY[n] if NEW_ITEM-PRICE[n] has been filled
- NEW_ITEM-EXT_SCHEMA_TYPE[n] if NEW_ITEM-EXT_CATEGORY_ID[n] or NEW_ITEM-EXT_CATEGORY[n] are used
- NEW_ITEM-EXT_QUOTE_ID[n] if NEW_ITEM-EXT_QUOTE_ITEM[n] has been used
- NEW_ITEM-CONTRACT[n] if NEW_ITEM-CONTRACT_ITEM[n] has been used

All other fields are optional.

Product Numbers

There are four fields in the interface that describe product numbers:

- NEW_ITEM-MATNR[n]: The product number in the SRM System of the purchaser
- NEW_ITEM-VENDORMAT[n]: The vendor's product number
- NEW_ITEM-MANUFACTMAT[n]: The manufacturer's product number
- NEW_ITEM-EXT_PRODUCT_ID[n]: The number that uniquely identifies the product in the catalog.

These product numbers may not be mixed or used for other purposes; in particular the field NEW_ITEM-MATNR[n] may only be filled if the product number in the customer system is known to the catalog.

Configurable Products

Some products (such as PCs) can be configured in the catalog. However, the configuration information is not part of the OCI since the structure of this information differs greatly between providers. There are three alternatives for transferring such products with the OCI without losing

the configuration information.

- The catalog can create a bid in the sales system and can store the configuration information there. It can then use the fields NEW_ITEM-EXT_QUOTE_ID[n] and NEW_ITEM-EXT_QUOTE_ITEM[n] to transfer a reference to the bid. The bid number is copied to the SRM Server. The configuration information is only available in the sales system if you use this alternative. This variant is suitable for the local and extended classic scenario since the bid reference is not transferred to MM backend systems as standard. If, however, you wish the bid reference to be transferred, you can copy it in BADI BBP_CATALOG_TRANSFER into the purchase order text for the item.
- The field NEW_ITEM-LONGTEXT_n:132[] can be used to transfer the configuration information as text. The content of the field is included in the purchase order text of the SRM Server shopping cart and of the subsequent purchase order; this way the configuration information is available in the SRM Server.
- The fields NEW_ITEM-ATTACHMENT[n] and NEW_ITEM-ATTACHMENT_PURPOSE[n] can be used to transport the configuration information. Since you can transfer files of any type as attachments, you should ensure that the file can also be displayed (using proprietary or uncommon file types is therefore not recommended). If you use XML files, for example, you should ensure that the formatting information (XSLT) is also included so that the file can be displayed. The configuration information is also available in the SRM Server with this alternative. This variant is only suitable for the local and the extended classic scenario because attachments are not currently transferred to MM backend systems.

STANDARD ISO CODES

ISO	ISO code	B11	Joule/(Kilogram Kelvin)	C24	Millipascal seconds
23	Gram/Cubic centimeter	B15	Joule/Mol	C26	Millisecond
28	Kilogram/Square meter	B22	Kiloampere	C29	Millitesla
2J	Cubic centimeter/second	B25	Kilobecquerel/kilogram	C31	Milliwatt
2M	Centimeter/second	B34	Kilogram/cubic decimeter	C34	Mole
2X	Meter/Minute	B42	Kilojoule/kilogram	C36	Mol per conductivity
2Z	Millivolt	B44	Kilojoule/Mol	C38	Mol per liter
3B	Megajoule	B45	Kilomol	C39	Nanoampere
3H	Kilogram/Kilogram	B47	Kilonewton	C41	Nanofarad
4G	Microliter	B49	Kiloohm	C45	Nanometer
4H	Micrometer	B73	Meganewton	C47	Nanosecond
4K	Milliampere	B75	Megohm	C55	Newton/Square meter
4O	Microfarad	B78	Megavolt	C56	Newton/Square millimeter
4P	Newton/meter	B84	Microampere	C60	Ohm Centimeter
4T	Pikofarad	B98	Microsecond	C61	Ohm Meter
59	Parts per million	BAR	Bar	C62	One
61	Parts per billion (US)	BC	Bag	C65	Pascal second
A18	Becquerel/kilogram	BC	Bottle	CA	Canister
A87	Gigaohm	BX	Crate	CDL	Candela
A93	Gram/Cubic meter	C10	Millifarad	CEL	Celsius
A97	Hectopascal	C15	Millijoule	CLT	Centiliter
ACR	Acre	C16	Millimeter/second	CMK	Square Centimeter
AMP	Ampere	C18	Millimol	CMQ	Cubic centimeter
ANN	Year	C19	Mol/kilogram	CMT	Centimeter
B0	BTU/Cubic Foot	C22	Millinewton/meter	CR	Crate

CS	Case	KHZ	Kilohertz	PAD	PAD
CT	Carton	KJO	Kilojoule	PAL	Pascal
D10	Siemens per meter	KMH	Kilometer/hour	PCE	Piece
D33	Tesla	KMK	Square kilometer	PF	Pallet
D41	Ton/Cubic meter	KMQ	Kilogram per cubic meter	PK	Pack
D46	Voltampere	KMT	Kilometer	PR	Pair
D53	Watts per (Meter Kelvin)	KPA	Kilopascal	PT	Pint, US liquid
D87	Millimol/kilogram	KVA	Kilovoltampere	QT	Quart, US liquid
DAY	Day	KVT	Kilovolt	RO	Role
DD	Degree	KWH	Kilowatt-hour	S4	Square meter/second
DMQ	Cubic decimeter	KWT	Kilowatt	SEC	Second
DMT	Decimeter	L2	Liter/Minute	SMI	Mile
DR	Drum	LBR	US pound	TNE	Tonne (1000 kg)
DZN	Dozen	LTR	Liter	TCN	US TON
EA	Each	M1	Milligram/Liter	VLT	Volt
FAH	Fahrenheit	MAW	Megawatt	WEE	Week
FAR	Farad	MBR	Millibar	WTT	Watt
FOT	Feet	MGM	Milligram	YDK	Square Yard
FTK	Square foot	MHZ	Megahertz	YDQ	Cubic yard
FTQ	Cubic foot	MK	Square mile	YRD	Yards
GE	US Pound/US Gallon	ML	Thousand		
GJ	Gram/Milliliter	MIN	Minute		
GK	Gram/kilogram	MLT	Milliliter		
GL	Gram/liter	MMK	Square millimeter		
GLL	US gallon	MMQ	Cubic millimeter		
GM	Gram/square meter	MMT	Millimeter		
GP	Milligram/cubic meter	MON	Month		
GQ	Microgram/cubic meter	MPA	Megapascal		
GRM	Gram	MQH	Cubic meter/Hour		
GRO	Gross	MQS	Cubic meter per second		
GV	Gigajoule	MSK	Meter per second squared		
HAR	Hectare	MTK	Square meter		
HLT	Hectoliter	MTQ	Cubic meter		
HTZ	Hertz	MTR	Meter		
HUR	Hour	MTS	Meters per second		
IE	Person	MVA	Megavoltampere		
INH	Inch	MWH	Megawatt Hour		
INK	Square inch	NA	Milligram/kilogram		
INQ	Cubic inch	NEW	Newton		
J2	Joule/Kilogram	OHM	Ohm		
JOU	Joule	ONZ	Ounce		
KEL	Kelvin	OZA	Fluid Ounce US		
KGM	Kilogram	P1	Percentage		
KGS	Kilogram per second	PA	Package		

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE:

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Friday , January 20, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Friday, February 10, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals.

- A. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:
- (1) **One (1) paper copy** of the Offeror's **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
 - (2) **Eight (8) paper copies** of the Offeror's **Technical Submittal Response Template (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
 - (3) **One (1) electronic copy** of the Offeror's **Cost Submittal Response Teamplate (Appendix C)** (Cost Submittal envelope. Provide on either a flash drive or CD-ROM. Do not submit a paper copy.)
 - Complete the response sections for each Lot on which the Offeror is proposing
 - (4) **Two (2) paper copies** of each **Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q)** and **associated Letters of Intent (Appendix G)**. (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q)** and **Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
 - (5) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy** for **each Lot** on which Offeror is proposing) (Technical Submittal envelope);
 - (6) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to **Part I, Section I-13, Small Diverse Business/Small Business Information** for more information (SDB/SB Submittal envelope);

- (7) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope); and
- (8) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities forms (Appendix I)**, if applicable (Technical Submittal envelope).
- (9) **One (1) paper copy** of the Offeror's **Manufacturer Authorization Letter(s)**, if applicable, for each OEM the Offeror is proposing, unless the Offeror is the OEM (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

- B. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.
- C. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.
- D. Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal

prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business/Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from:

<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. **Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
- (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.

- (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
- (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then

it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*, 71 P. S. §§ 776.1—776.9)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

B. Place for Filing. A protest must be filed with the Agency Head Designee by either email or hardcopy.

- (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
- (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh
Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror which is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror which submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.
- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.
- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any

additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and
- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members.

DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

(1) **A "local public procurement unit" is:**

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;
- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the *Commonwealth Procurement Code*. However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

(3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Old Administrative Fee	New Administrative Fee
DGS Self-Certified Small Business	\$500	\$500
DGS Verified Small Diverse Business	\$500	\$166
All Other Offerors	\$1,500	\$1,500

(1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the proposal submittal.

- (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business, a copy of its active certification must be included with the Administrative Fee for each contract year and upon each renewal.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.
 - (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.

- (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
 - (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.
- G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.
- (1) The Contractor shall submit the reports via the web-based COSTARS Suppliers' Gateway at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
 - (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
 - (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.
- H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at: <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>.
- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To

view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
- (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

I-31. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

- A. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- B. **Additional Terms.**

- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
- (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

C. Prices.

- (1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30.**
- (2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

- D. Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external

procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- E. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** (1) electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business/Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Response Template, Appendix C, Cost Submittal Response Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing **Appendix H, Technical Submittal Response Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within **Part IV, Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing **one (1)** submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Response Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on the **Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal**.
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form. At minimum, the Letter of Intent must include the following:
 - (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or

Small Business (Offerors may use the historical data to establish an estimated dollar value); and

- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide; and
 - (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and
 - (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
 - (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Cost Submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template** only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf>.

II-7. Manufacturer Authorization Letter. If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100039046 for Information Technology Hardware. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Problem, Offeror's Public Sector Experience and References, Reporting Ability, Personnel Qualifications, Cost Savings Plan, Emergent Technology Plans, and Service Integration and Asset Management Capabilities, Products and Services Proposed, and Implementation Plan.** Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available.

The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. Small Diverse Business Participation:

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. Two thirds (2/3) of the total points are allocated to Small Diverse Business participation (SDB %).
4. One third (1/3) of the total points is allocated to Small Business participation (SB %).
5. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

<p style="text-align: center;">Small Diverse Business and Small Business Raw Score =</p> <p style="text-align: center;">200 (SDB% + (1/3 * SB %))</p>

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the **available technical points; and**
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M)**
– The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single Original Equipment Manufacturer (OEM) for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500K), Rugged Devices (\$1M) and Non-Traditional Desktops (\$150K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

- (4) All hard drives that exist are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- C. **Lot 3—General IT Peripherals** (\$16M historical annual spend)—IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.
- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
- (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.
- D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
- E. **Lot 5—Server Hardware** (\$13M in historical annual spend)—Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic – Two (2)-Day** On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical** – Mission-critical response with **four (4)-hour** on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend)—IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:

- (i) **Basic – Two (2)-Day On-site parts and/or labor dispatch**—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
- (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical** – Mission-critical response with **four (4)-hour on-site parts and/or labor on-site support**, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Response Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only original equipment manufacturers (OEMs) or certified resellers of brands listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks - November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include e a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only OEM or certified resellers of OEM will be considered for this lot.
- (ii) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy* http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders’ and Challengers’ quadrants of Gartner’s Magic Quadrant for Modular Servers - May 2016 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Cisco.

- (d) Lenovo.
 - (e) Huawei.
- (ii) Offerors must be able to provide the OEM's full server product line.
 - (iii) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
 - (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
 - (v) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
 - (vi) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Response Template**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (October 2016) will be considered for this lot:
 - (a) Dell EMC.
 - (b) Dell Technologies.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
 - (h) Huawei.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for

up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Template**.

B. Required Contract Services. These services are required by the awarded contractors at no additional cost to the Commonwealth.

- (1) The Contractor must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
- (2) **Supply Chain Management/Managed Logistics.** The Contractor must provide staging and storage at no additional cost (unless otherwise defined in **Appendix M, Statement of Work Template**), respond quickly to changing needs and provide an effective order expediting process, if necessary.
- (3) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (4) The Contractor must honor all quotes for at least **ninety (90) days**.
- (5) **Key Personnel:**
 - (i) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

- (ii) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.
 - (iii) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.
 - (iv) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
 - (a) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - 1) on a temporary basis within **one (1) week** of the availability change; and
 - 2) on a permanent basis no longer than **thirty (30) calendar days** from the availability change.
 - (b) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with **thirty (30) calendar days'** written notice. In the event that a staff person is removed from the contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.
- (6) **Secure E-procurement Portal (Lot applicable):**
- (i) Within **ninety (90) days** after the contract effective date, Contractors must establish a secure E-procurement Portal

personalized for the Commonwealth of Pennsylvania which lists the products and services with related pricing approved by the OA/OIT Bureau of IT Procurement. Only brands and/or products approved by OA/OIT Bureau of IT Procurement will be permitted. Contractors must remove any brand and/or product from the portal at the direction of the OA/OIT Bureau of IT Procurement for any reason. Repeated failure to remove brands and/or products when directed may result in cancellation of the contract. Please refer to **Appendix T. OCI Supplier Punch Out Overview** for more information.

- (ii) The secure e-procurement site must have the capability to generate daily reports that reflect all the items ordered by Agency/Bureau for any given time frame throughout the term of the contract. The secure e-procurement site must also allow for adhoc reporting requirements.
- (iii) The secure e-procurement site must allow searches by, but not limited to, Manufacturer, Product Name, Part Number or SKU, Purchase Order Number, and type of equipment (e.g. memory, MFD).
- (iv) The secure e-procurement site must allow agency users the ability to print a quote directly from the shopping cart to attach to the agency PO.

C. **Optional Services.**

- (1) Contractors should provide a quote for warranties and Services, when requested by the Commonwealth, at any time during the term of the contract. Standalone orders for warranties and maintenance made during the term of the contract may extend up to **four (4) years** past the expiration date of the contract.
- (2) The Commonwealth will develop a statement of work (“SOW”) for each Services order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth’s discretion. Separate pricing must be provided for on-premise and off-premise disk wipe.

Optional Services in scope are as follows:

- (i) **Installation.** The Contractor must, at a minimum:
 - (a) Assign a project manager to every installation.
 - (b) Work with agency to develop a schedule to deliver equipment at the employees’ desks.
 - (c) Provide status reports of installations completed, installations outstanding, and issues.
 - (d) Unpack equipment.

- (e) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external devices to computer.
 - (f) Power on the System.
 - (g) If pre-imaged system, verify that the system comes up to the login screen and run agency-provided restore script(s) after login.
 - (h) If non-imaged system, verify that OS boots.
 - (i) If requested by the Commonwealth, remove all packing materials and boxes from the site within one week after the installation has been completed.
- (ii) **Asset Tagging (Onsite & Offsite).** The Contractor must, at a minimum:
- (a) The Contractor must affix an Identification Tag Number and Commonwealth Agency inventory asset tag to all new devices procured.
 - (b) The Identification Tag Number must be readable from WMI (Windows Management Instrumentation), if applicable.
 - (c) Each Identification Tag must be located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls.
 - (d) Identification numbers, serial numbers, Commonwealth Agency inventory asset tag numbers, and associated equipment identification information must be provided to the Commonwealth Agency in an electronic format, which can be incorporated into existing Equipment Databases. The Commonwealth Agency will provide database formats to be used by the Contractor.
 - (e) The Contractor must provide the Identification numbers, serial numbers, Commonwealth Agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth.
 - (f) It will be determined at the time of purchase if the service will be performed onsite or offsite.
- (iii) **Image Deployment (Onsite & Offsite).** The Contractor must, at a minimum:
- (a) The Contractor and the Agency will determine the format of the image delivered.
 - (b) The Contractor must deploy the image specified by the purchasing agency on each computing device.
 - (c) If an Agency requires images, the Contractor must accept and store the images provided.
 - (d) The Contractor must certify the images for use with the proposed hardware and provide test unit to Agency for final verification.

- (e) The Contractor will perform this service off-site unless otherwise identified in the SOW.
- (f) It will be determined at the time of purchase if the service will be performed onsite or offsite.
- (iv) **Bundle—Install, Image Deployment, Tag.**
 - (a) The Contractor may perform all duties listed **Part IV, Section IV-3, B-3 – i, ii, & iii** listed above in a bundled package.
- (v) **Data Transfer.** The Contractor must, at a minimum:
 - (a) The Contractor may transfer data using the CWOPA network, a crossover cable, or an external hard drive that is property of the Commonwealth.
 - (b) The Contractor must also copy all local Outlook folders.
 - (c) The Contractor must copy this data onto the new system which has already been imaged.
 - (d) The Contractor must copy all local outlook folders.
 - (e) The Contractor must disconnect all systems.
 - (f) The Contractor must not retain any data associated with the data transfer.
- (vi) **Preparation for Shipment.** The Contractor must, at a minimum:
 - (a) The Contractor must fully prepare and pack the device ready for delivery and shipment.
- (vii) **Hard Drive Removal.** The Contractor must, at a minimum:
 - (a) The Contractor must arrive at the Commonwealth designated location at the time scheduled with the agency to uninstall and fully remove the hard drive in question.
 - (b) The Commonwealth may choose to keep the removed hard drive and provide delivery location of removed hard drive.
 - (c) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015.
 - (d) Contractors must allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Agency with no additional cost to the Commonwealth:
 - (e) The Commonwealth may keep the defective or leased hard drive.
 - (f) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015.
- (viii) **On-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) The Contractor must uninstall, pack, and pick up the equipment from the agency at the time scheduled with the agency.
 - (b) The Contractor must arrive at the Commonwealth-designated location at the time scheduled with the agency.

- (c) The Contractor must cleanse the device in the equipment as detailed in Commonwealth ITB SEC015 at its current location and provide proof of the disk wipe to the agency.
- (ix) **Off-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) The Contractor must uninstall, pack, and pick up the equipment from the agency at the time scheduled with the agency.
 - (b) The Contractor must cleanse the device as detailed in Commonwealth ITB SEC015 at its current location and provide proof of the disk wipe to the agency.
 - (c) The Contractor must return the equipment at the time and location specified by the agency.
- (x) **Relocation within 25 Miles.** The Contractor must, at a minimum:
 - (a) The Contractor must provide relocation of devices within the same building or within a 25 mile radius.
 - (b) The Contractor must unpack and reinstall the devices at the new designated desk. Damages resulting from the transfer of a machine during relocation are not the responsibility of the Commonwealth.
- (xi) **Relocation Outside 25 Miles.** The Contractor must, at a minimum:
 - (a) The Contractor must provide relocation of devices beyond a 25 mile radius.
 - (b) The Contractor must unpack and reinstall the devices at the new designated desk. Damages resulting from the transfer of a machine during relocation are not the responsibility of the Commonwealth.
- (xii) **Device Return to DGS Surplus Warehouse.** The Contractor must, at a minimum:
 - (a) The Contractor must deliver the packed devices to the DGS warehouse located at:
DGS Surplus Warehouse
2221 Forster St.
Harrisburg, PA 17125

D. Order Fulfillment.

- (1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders, the Commonwealth's standard order type.
- (2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.
- (3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance* of **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.**

E. Quote Requirements.

- (1) All quotes must comply with the following and be pre-approved by the Commonwealth at the outset of the contract.
 - (i) At a minimum, all quotes shall include: contract number, manufacturer contract number (if applicable), service period (if applicable), manufacturer product ID, manufacturer product title, line item descriptions, list price so the Commonwealth can verify discounts on quotes, expected delivery date and related purchase order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
 - (ii) No additional terms and conditions may be attached to a quote.

F. Volume Orders:

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

G. Service Level Agreements. The Contractor must meet the SLAs as described in **Appendix K, Service Level Agreements.**

H. Standard Configuration Reviews.

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response Template**, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

I. Quarterly Business Reviews. The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the contractor will be kept confidential by the Commonwealth. The objective of the above meeting is to reach a mutual agreement on product replacement during the life of the contract. Additionally, any pending changes that

will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

- J. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template**.
- K. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:
- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the purchasing agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased including the manufacturer, product description/base configuration details, manufacturer part number and any additional upgrades purchased, and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided as well as the base configuration cost as well as the cost and quantity of any upgrades purchased. Please include the appropriate item cost or list price and associated markup or discount.
 - (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information, Equipment Information, Maintenance/Services Information and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities, achievements, challenges, and Contractor's recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K**,

Service Level Agreements. The format of the report must be approved by the Commonwealth before ordering can commence.

- L. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:

1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor

Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
1	4	Calendar of Events	Dates for Pre-Proposal Conference has been moved out more than 2 weeks to Jan 5th, 2017. Will the dates for Questions, Response to questions, and the final Due Date for RFP also be moved out accordingly	Yes, the due date for the RFP response has been extended to February 10, 2017.
2	36,37	IV-3. A (5), IV-3. A (6)	Will the Commonwealth accept submissions for hyper-converged Server & Storage solutions based on Manufacturer hardware noted? Specifically, Dell is an OEM provider for many of the leading hyper-convergence providers and is listed as an acceptable Server & Storage manufacturer. The Commonwealth indicates an interest in the 'latest in related computer-based technologies,' of which hyper-convergence would fit, as it delivers more efficient data capabilities on less physical infrastructure and associated costs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7. The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
3	38	IV-3. A	Lot 5-Server Hardware indicates only Intel servers. Are IBM Power Systems servers part of the RFP or will they be added via an addendum or related request?	These devices will be procured through a separate procurement.
4	35,36	IV-3. Requirements. General IT	What platform does the State's punch-out system run on?	The punch-out system runs on SAP Supplier Relationship Management 7.0.

Questions & Answers
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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
5	35,36	IV-3. Requirements	It states that "(ii) Offerors must be able to provide a punch-out site for order placement." Does this mean that you need the Supplier's system to feed into the State's already existing punch-out system?	Yes, that is correct.
6	38-39	IV-3. Requirements. B. Associated Services (4)	Without knowing an exact order date vendors cannot give an exact delivery date. Therefore, can the expected delivery date be removed as minimum included for quotes?	This section refers an estimated delivery date based on the vendor working with the agency. The final delivery date will be set in accordance with the applicable Service Level Agreement listed in Appendix K, Service Level Agreements.
7	38-39	IV-3. Requirements. B. Associated Services (4)	Service purchase orders are not always available when ordering hardware, can "other related purchase orders for service date" be removed as minimum included for quotes?	No, please refer to the answer to Question #6 .
8	Quote Accuracy Consistency (QAC)	Appendix K SLAs	What is the criteria that all quote accuracy is based on?	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.

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#	RFP Page Number	RFP Section Reference	Question	Answer
9	39 and 44	IV-3. Requirements. B. Associated Services (5)	Custom quotes may be available to honor up to 90 days or more, but on a continual basis due to continual industry technology changes, will the Commonwealth consider keeping with the industry standard of 30 days?	No, the Commonwealth will not amend this requirement.
10	41 of 44	IV-3. Requirements J. Quarterly Report	Can the Commonwealth modify the requirement of Agency Information in the Quarterly report to "Agency Information, if provided"	No, the Commonwealth will not amend this requirement.
11	Customer Inquiry Response Time (CIRT)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with giving prompt customer service, will the Commonwealth consider removing this SLA and instead confirm that if a request is brought to The Supplier's attention by the Office of Administration, that the supplier has four (4) business hours to acknowledge and confirm follow-up for the subject request?	No, the Commonwealth will not amend this service level agreement.
12	Quote Accuracy Consistency (QAC)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with providing accurate quotes based on the Commonwealth preapproval per the RFP term confirmed for quote requirements, will the Commonwealth consider removing this SLA?	No, the Commonwealth will not remove this service level agreement.

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#	RFP Page Number	RFP Section Reference	Question	Answer
13	Quote Delivery for Catalog Items (QDCI)	Appendix K. SLAs	It is understood that all quotes will be instantly available online for the approved standards. Anything else would be a custom quote request which is entitled to a well thought through custom configuration based on the customer's needs. In consideration of this, will the Commonwealth consider modifying this SLA to a date agreed upon between the ordering entity and the Supplier?	This SLA refers to catalog items, not items that would require custom configurations.
14	Order Delivery (OD)	Appendix K. SLAs	Given that the industry standard averages 3 weeks on delivery, will the Commonwealth consider modifying this this SLA to 15 business days for the preapproved modeled Standards on contract, 20 business days for customized Standards?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.
15	Order Delivery (OD)	Appendix K. SLAs	Given that some issues can occur within an order, will the Commonwealth consider modifying this SLA to 95% fulfillment?	No, the Commonwealth will not amend this service level agreement.
16	Invoice Receipt (IR)	Appendix K. SLAs	Given that many Agencies request for scheduled deliveries and special services, will the Commonwealth consider modifying this SLA to from sixty (60) days to a date mutually agreed to by the Supplier and the Ordering Entity?	No, the Commonwealth will not amend this service level agreement.

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#	RFP Page Number	RFP Section Reference	Question	Answer
17	Defective Hardware Replacement (DHR) Appendix K. SLAs	Appendix K. SLAs	Given that some orders are customized, replacement product will not always be readily available for an overnight shipment. Will the Commonwealth consider modifying this the days to the same days set in the Order Delivery SLA per each Lot?	No, the Commonwealth will not amend this service level agreement.
18	Billing #19	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Not all PO's contain an Agency on the "Bill To" section of the PO. If an agency isn't defined in the "Bill To" of the PO, how do we respond?	Invoices on PO's should be sent to the Office of the Budget, resource account found at http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx . Invoices should be submitted in an email with the invoice attached as a PDF document, or mailed to our PO box where the invoice would then be scanned into our workflow process. Invoices, as a matter of usual and normal practice, should never be sent to the agency first.
19	4-year Warranty On-Site Next Business Day	Appendix C Cost Submittal	If options (i.e.) docking stations, mice, bags are ordered separately are they also needing the 4-year Warranty On- Site Next Business Day? Or only when ordered in a bundled unit?	All products ordered shall have a four (4) year warranty including options.

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#	RFP Page Number	RFP Section Reference	Question	Answer
20	Lot 1 Laptops and Ultra-Portable Laptops	Appendix C Cost Submittal	When building a laptop with an i5-7200 and i7-7500 Windows 7 cannot be installed, will Win 10 be accepted without the Win 7 downgrade? Or will you accept a i5 and i7 6000 series processors?	At this time, Windows 10 Pro will be accepted with the Windows 7 downgrade. The agencies then have the ability to reimagine with Windows 10 Enterprise and will provide the licensing information at the time of the purchase.
21	Lot 2 Rugged Laptops	Appendix C Cost Submittal	Would you prefer a Solid-State Drive over a Spindle Drive, because a spindle drive is more fragile?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
22	Lot 2 Rugged Tablets	Appendix C Cost Submittal	Will the Commonwealth accept a 3rd party product for a category in the Lot not manufactured by the bidder but is authorized to resell?	Yes, so long as the device meets the Commonwealth's specifications.
23	Lot 2 Rugged Tablets	Appendix C Cost Submittal	The spec calls out a 7-inch screen, would you consider a like or better screen?	Yes. Please provide available specs for like or better screen.
24	Lot 2 Non-Traditional Desktop	Appendix C Cost Submittal	Can you clarify what your definition of a Non-Traditional Desktop means? i.e. Mini, Thin Client	The definition of Non-Traditional Desktop includes zero client and thin client.
25	Options	Appendix C Cost Submittal	If an upgrade is needed i.e. memory, hard drives, is the expectation that these be included in the build at time of delivery, or to save cost, would you be able to install those components to the standard builds?	The expectation is that the options will be included with the build at time of delivery.

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#	RFP Page Number	RFP Section Reference	Question	Answer
26	RFP	4 Calendar of Events	Given that little time there is to respond to a RFP of this scale, and to assist Suppliers to be able to offer the best quality response possible, will the Commonwealth consider releasing answers to questions as they become available?	The Commonwealth will adjust bid posting dates and due dates to allow vendors ample time with responses to all questions.
27	RFP	4 Calendar of Events	Provided that The Commonwealth's answers to questions will yield Suppliers the ability to provide a more complete response, will The Commonwealth consider modifying the Deadline to submit Questions to 7 business days before the proposal due date, but not guaranteeing answers if submitted past January 6th?	Please refer to the response to Question #26 .
28	RFP	4 Calendar of Events	Given the large scope of this RFP and the fact that most Suppliers were not fully staffed with dedicated resources, will The Commonwealth please consider to extend the Proposal due date to February 7th?	Please refer to the answer to Question # 1 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
29	Data Set Delivery (DSD)	Appendix K. SLAs	It states that " The Contractor must provide the required equipment data, description, and specifications details within two (2) business days after equipment delivery date, using the formats, standards, and protocols defined by the Commonwealth". To clarify, after every order processed, the supplier is to provide a report to the end user these details about their order? or are these details to be reported on the quarterly report?	<p>This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7. SLA SM-01 has been revised to five (5) business days.</p> <p>After every order processed, the contractor must provide a report to the agency within five (5) business days following receipt of the order and also make this information available as part of the quarterly report.</p>
30	27	II-5	If Appendix F COSTARS Program Election Form is submitted, we understand that we will be responsible to pay one COSTARS fee for the Contract if awarded, no matter how many Lots we are awarded. Is this correct?	The COSTARS fee is a per contract fee. The Commonwealth has not determined if it will award a vendor multiple lots as part of one contract. If it is determined the award must be split into separate contract, an Offeror awarded more than one contract from RFP 6100039046, the COSTARS fee will be applied per contract.

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#	RFP Page Number	RFP Section Reference	Question	Answer
31	41	IV-3. Requirements J. Quarterly Report (1)	Since ordering system reported do not capture when an upgrade was selected, reporting on the upgrades cost and quantity is not possible. In consideration of this, will The Commonwealth please consider to remove this requirement?	The ordering system reporting capabilities should provide the commonwealth the ability to see when options are purchased as part of a device configuration.
32	41	IV-3. Requirements J. Quarterly Report (1)	We understand that The Commonwealth wants to see a breakdown of all the sales reported by the base and the upgrade details to verify accurate charging by the Supplier. Will the Commonwealth consider in lius of this requirement to add a term requiring the Supplier to comply with a Price Audit upon request?	Please refer to the response to Question #31 .
33	21	I-29 COSTARS PROGRAM G. (2)	For this additional report submitted to DGS COSTARS, is this to include the sales just for those that have identified themselves as COSTARS members or for all sales on the contract?	This requirement only applies to reporting COSTARS member's purchases
34	21	I-29 COSTARS PROGRAM G. (2)	If the report is to include only those that have identified themselves as COSTARS members, and there are not any COSTARS member sales to report for the previous reporting period, should the Contractor report online "No Sales"?	Yes, or wording to that effect.

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#	RFP Page Number	RFP Section Reference	Question	Answer
35	24	II-1 Objections and Additions	We understand that we are to identify any terms and conditions in Appendix A, Appendix K, and Appendix E that we would like to negotiate as well as submit any additional terms and conditions we would like to add to any of these appendices. Is this correct?	Yes, that is correct. A suggested method of incorporating additional terms and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the “Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes” to the Appendices identified in Part II, Section II-1, and that “[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E.”

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36		II-1 Objections and Additions	<p>The following sentence can be confusing: "Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above." Does this mean that we can submit our additional terms and conditions for consideration, but just not say that our proposed request is conditioned on the negotiation of the terms and conditions?</p>	<p>Offerors may not propose the wholesale replacement of the Commonwealth's terms and conditions with those of the Offeror's. To do so would result in the rejection of the Offeror's proposal as set forth in RFP 6100039046 at Part II, Section II-1, Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices:</p> <p style="padding-left: 40px;">“The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.”</p> <p>A suggested method of incorporating additional terms and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined.</p>
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#	RFP Page Number	RFP Section Reference	Question	Answer
				<p>Finally, note that the “Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes” to the Appendices identified in Part II, Section II-1, and that “[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E.”</p>
37	35	IV-3 Requirements A. (1) v.	<p>This term for Lot 1 says "Products shall include a four (4) year warranty with on site, next business day service and allow the Commonwealth to keep hard drives." Can the Commonwealth please clearly define the word 'Products'?</p>	<p>Any device, including accessories/peripherals procured as part of the awarded contracts.</p>
38	8. Section 20-Payment	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>If a Supplier's standard is payment terms 30 days from the correct invoice, which is option b, is it acceptable to indicate this is our method as opposed to options a and c mentioned?</p>	<p>Offerors may propose any changes to Appendices A, K and/or E in accordance with Part II, Section II-1 of RFP 6100039046, relating to Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
39	Limitation of Liability	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
40	Default	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
41	Termination	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
42	All SLAs	Appendix K. SLAs	Is the Commonwealth opening to additional language recommendations and negotiation on these SLAs?	Please refer to the answer to Question #38 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
43	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that vendors are unable to procure?	Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined. Vendors must be capable of providing 90% of the Top Manufacturers listed in Appendix C.
44	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that are end of life?	Yes, alternatives will be accepted for products that are end-of-life.
45	36 of 44	IV - 3 requirements Lot 3	Will the Commonwealth accept bids from vendors that can't provide 90% on lot 3?	No.

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46	24 of 44	Part II Proposal Requirements A Technical submittal	<p>The instructions for the technical submittal state offerors are to include activities outlined in Part IV, Statement of Work. Please confirm IV-4 contract requirements -small diverse business participation and Appendix R - Model Form of Small Diverse and Small Business Subcontract Agreement both within Part IV - Statement of work are to go in the technical submittal and not the SDB/SB Participation Submittal</p>	<p>Please refer to RFP 6100039046FP, Part II – Proposal Requirements introduction (third sentence). “All cost data relating to this proposal and all Small Diverse Business/Small Business – cost data should be kept separate from and not included in the Technical Submittal...” Each Proposal shall consist of the following three separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal”.</p> <p>See RFP IV-4 (D) that Appendix R- Model Form of Small Diverse and Small Business Subcontract Agreement – “The selected Offerorr and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within (30) days of the final execution date of the</p>
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#	RFP Page Number	RFP Section Reference	Question	Answer
				Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in Appendix R, Model Form of Small Diverse and Small Business Subcontract Agreement.
47	Term of Lease and B. Payments	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	The lease terms states up to 60 months. However, the pricing sheet only allows for lease payment but does not outline what term. Do you want 48 months? The current contract is 4 years with annual payments. Does the COPA still want the pricing sheet with a 4-year lease with annual payments used for the lease payment?	The Commonwealth will evaluate based on 48-month leases, however, lease terms can be for up to 60 months.
48	36-37	IV-3. A (5-6)	We are a public-sector reseller for Fujitsu, and our team is interested in submitting Fujitsu products for consideration in Lots 5 and 6. Would it be possible to add Fujitsu as an acceptable OEM for these lots? If not, can the Commonwealth explain why it has chosen to limit competition to the chosen OEMs?	The Commonwealth has selected the Gartner's Magic quadrant as an objective industry standard.
49			Can the prime contract holder designate resellers who can operate under the auspices of the prime's award?	No, the prime contract holder cannot designate resellers to operate under the auspices of the prime's award.

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#	RFP Page Number	RFP Section Reference	Question	Answer
50			Can punch-out site be maintained by the OEM instead of the Offeror?	Yes, but the awarded Offeror is still responsible for meeting the requirements of this solicitation.
51	38	IV-3. A (6)(vi)	Offerors must have the ability to integrate physical hardware, based on Agency requirements, for operational effectiveness. Please provide some examples of "operational effectiveness" for clarity with regards to the Commonwealth's expectations.	Any kind of practice which allows a business or other organization to maximize the use of their inputs by developing products at a faster pace than competitors or reducing defects, for example. Operational effectiveness is often divided into four components: Leading and controlling functional performance, measuring and improving the process, leveraging and automating process and continuously improving performance.

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#	RFP Page Number	RFP Section Reference	Question	Answer
52	36,37	IV-3. A (5)	<p>For Lot 5, Server Hardware – the RFP has narrowed down to Intel-based servers. The Commonwealth has also deployed Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated systems (servers/storage combined). Beyond the Commonwealth, COSTARS members, may also purchase these types of servers and associated warranty/maintenance through the use of current COPA contracts. Is the Commonwealth moving forward with this RFP, without the ability to procure Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated systems (servers/storage combined), along with associated services?</p>	<p>These devices will be procured through a separate procurement.</p>
53	43	IV-4. D.1	<p>Since volumes of purchase are unknown at this time, it would be impossible to agree to a locked-in dollar commitment to a minority supplier at this time. Is it the Commonwealth’s intent to evaluate only the percentage of commitment for purposes of the scoring of the Small Diverse Business and Small Business (SDB/SB) submittal?</p>	<p>Yes, the Small Diverse Business/Small Business point allocation is based entirely on the percentage of actual contract spend committed to Small Diverse Business/Small Business.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
54	29	III-4. C.1 Contracting Requirements – Small Diverse Business Contracting	For purposes of calculating the percentage of spend, can the Commonwealth clarify if the amounts used for the numerator and denominator are the amounts for services provided by the SDB and SB firms, and that the amounts do not include equipment sourced through the SDB and SB firms?	Please refer to the answer to Question #256 . The full value of purchase orders for equipment and/or software purchases made by subcontractor/supplier count toward the Small Diverse Business/Small Business commitment when then full value of the PO is paid by the Small Diverse Business/Small Business subcontractor/supplier and reimbursed to the Small Diverse Business/Small Business subcontractor/supplier by the prime.
55	Section 26 (Limitation of Liability)	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This term stacks the liability as the contract moves forward and could become a very large number over the 3 to 5 years of the contract term. This may limit participation from vendors. Will the Commonwealth consider altering this term to limit the Contractor’s liability to the Commonwealth under the Contract to the greater of \$250,000 or the value of the Purchase Order?	Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.
56	13	I-12. a	Is an e-signature acceptable on the Proposal Cover Sheet, or is an original wet signature required on this sheet and/or all other forms being submitted to the Commonwealth?	The Proposal Cover Sheet must contain an original wet signature.

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#	RFP Page Number	RFP Section Reference	Question	Answer
57		Appendix H. Technical Submittal Response	In an effort to remain sensitive to paper resources, will the Commonwealth accept a reference within our response to our Financial statements webpage?	Yes, if it is provided as a direct link.
58	41 of 59 and 52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Do these sections cover the financing of other non-hardware items, such as the financing of related equipment services described in IV-3. B Associated Services on RFP document Page 38 of 44?	Yes, these sections cover the financing of the hardware, software and any service made as part of the purchase order.
59	44	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Can the Commonwealth please provide a copy of the form of the Acceptance Certificate? We cannot locate it on the Forms page of the Department of General Services' webpage (www.dgs.state.pa.us).	Appendix S, Lease Acceptance Certificate, is posted as part of Addendum Number 7.
60	44-51	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is it correct to state that the Contractor (hardware vendor) may assign the actual lease for hardware items (including the right to title and the rental payments) to an Initial Assignee as opposed to just the rights to payment?	Subsection H 1 of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, allows for either the assignment of payment to a third party or the assignment of the lease to an Initial Assignee.

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#	RFP Page Number	RFP Section Reference	Question	Answer
61	44-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Will there be separate PO's for the non-hardware items when the hardware is leased, or will there be one PO which explicitly states which items are to be financed versus leased (i.e. will the PO state under which terms & conditions each item will be obtained - Lease (Appendix 1) terms versus Installment Payment (Appendix 2) terms)?	Purchase Orders with a lease involved will only contain leased items. If a standalone service is being purchased outright for a leased device, it should be a separate Purchase Order.
62	46 and 55	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), in Section H it states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee.</p> <p>We have not seen one, so we are wondering if there is such a form? Or is there none provided and this is to be a form of the Contractor's devising?</p>	In the event of an assignment, the Contractor must provide the assignment document to agency. The agency will then work with the Contractor to obtain any additional information needed.

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#	RFP Page Number	RFP Section Reference	Question	Answer
63	45-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Leasing and in Section C, it states that title shall not pass to the Lessee but remain with the Purchaser at delivery. Please confirm this section regarding title is only applicable to hardware items.	Subsection C of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, provides that title transfers at time of delivery and acceptance only in the case of a Lease/Purchase. Otherwise, title to the Leased Property remains with the Contractor until the “final installment or other concluding payment option.”

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#	RFP Page Number	RFP Section Reference	Question	Answer
64	50	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>This section indicates "The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) upon the return of a Leased item."</p> <p>Since the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards or for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) is a service which should be accounted for as a loan and not part of a lease, would it be acceptable to quote a two-part rate for any item with a hard drive, financing the cost for disk services simultaneously but separately from the Item itself?</p>	No, all cost should be included within the lease cost.

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#	RFP Page Number	RFP Section Reference	Question	Answer
65	53 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Installment Payment and in Section C, it states that title shall pass to the Purchaser at delivery. Please confirm that this section is only applicable to hardware items.	Yes, transfer of title as discussed in Section C of Appendix 2 of Appendix A, Standard Terms and Conditions for IT Supplies and Related Services, only applicable to hardware items.
66	52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Our belief is that the non-hardware items (even if related to the hardware items being leased) should always be under the Installment Payment Terms & Conditions of Appendix 2 since there is no title to pass on these items -- does COPA agree?	If non-hardware items are not included as part of the lease payment, then a separate Purchase Order must be issued for the outright payment of a non-hardware item.
67	52 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Appendix 2 is for Installment Payment, and in Section A, it mentions a Fair Market Value Option, yet Section C states that title passes at delivery, so it is not clear how there could be any Fair Market Value Option. Please clarify.	This issue is addressed in the revised Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, posted on January 20, 2017, as part of Addendum Number 7. Appendix 2 has been amended to delete the reference to fair market value.

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#	RFP Page Number	RFP Section Reference	Question	Answer
68	46, 47, 55, and 56 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), Section H states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee, etc.</p> <p>Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?</p>	Please refer to the answer to Question # 52.
69	Tab Lot 6	Appendix C. Cost Submittal Response Template	Please provide more clarity differentiating the 3 storage platforms (Best Value Storage, Best Value Object Based Storage and Best Value Block Storage) with workload examples?	The Commonwealth requires pricing and solutions for all three storage platforms. At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.
70	Lot 6	Appendix C Cost Submittal	Which of the 3 platforms will support File/NAS, and which will support Object/S3?	At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.
71	Lot 6	Appendix C Cost Submittal	Which NAS APIs (CIFs / NFS / SMB) will be required for each platform?	Please refer to the answer to Question #70.

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#	RFP Page Number	RFP Section Reference	Question	Answer
72	Lot 6	Appendix C Cost Submittal	Are points awarded based on discount percentage or discounted price?	Points will be awarded based on the total extended product and service cost.
73	Lot 6	Appendix C Cost Submittal	Is non-best value a percentage that will have to be honored across any storage configuration?	The discount off list will apply for each specified Storage category (i.e. non-best value block or non-best value object based and any other device purchased as part of the awarded contract).
74	Lot 6	Appendix C Cost Submittal	Please advise how the Commonwealth would like to see the breakdown of the worksheet of data so as to facilitate clear, visible printed data?	Part I, Section I-12 of RFP 6100039046 has been revised to allow for the electronic submission Appendix C, Cost Submittal Template. A paper copy should not be submitted. The Electronic Copy shall be submitted as part of the electronic versions of the proposals required pursuant to Part I, Section I-12.B.
75	38	I IV-3. B Associates Services	Will COPA provide minimum and average number of client systems to be installed per onsite deployment visit?	This information cannot be provided since agencies have different roll out schedule based on funds availability and staffing.

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#	RFP Page Number	RFP Section Reference	Question	Answer
76	38	I IV-3. B Associates Services	Will COPA provide a site list (with equipment counts would be ideal)?	This information is not available at this time.
77	38	I IV-3. B Associates Services	Do you prefer on-site or off site imaging and asset tagging?	This is project specific and will be addressed in the SOW. Options for onsite and office site services have been added to Appendix C, Cost Submittal Template, as part of Addendum Number 7.
78	38	I IV-3. B Associates Services	Will customer provide labels or label guns to create asset tags?	The Contractor will be responsible for labels and label guns these unless provided by the agency.
79	38	I IV-3. B Associates Services	Will customer provide a site or application to record assets?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
80	38	I IV-3. B Associates Services	With regards to Data Transfer, does existing data reside on old computer or will we pull it from the network?	<p>Data may exist on the old computer as well as the network. This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
81	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the average amount of data to be transferred?	The Commonwealth does not have this information.
82	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the largest amount of data we can expect 10GB? 20GB?	Please refer to the answer to Question # 81 .
83	38	I IV-3. B Associates Services	Will customer provide the image on portable drives in quantities (USB drive?) to roll out on multi-installs?	The Contractor and the Agency will determine the format of the image delivered but the commonwealth will not provide media for the image to be loaded onto.
84	38	I IV-3. B Associates Services	Will customer provide the disk wipe software in quantities (USB drive?) to roll out on multi-unit installs?	The Commonwealth will provide an .iso image but the vendor would have to provide its own media. The image can only be used to wipe commonwealth devices.

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#	RFP Page Number	RFP Section Reference	Question	Answer
85	38	I IV-3. B Associates Services	Is the customer going to provide transportation of equipment from site to site or will we need to transport new equipment from warehouse to install site?	The contractor will be responsible for transportation of the devices.
86	38	I IV-3. B Associates Services	Is the customer going to provide transportation to equipment returning to Forster St. in Harrisburg or will we need to transport legacy equipment to warehouse?	Yes, unless the Commonwealth is procuring that services from vendor.
87	38	I IV-3. B Associates Services	With regards to Storage, will vendors be responsible to provide the design and storage configuration on the new equipment or will the install team follow a configuration script provided by the customer and work in conjunction with a remote team?	This will be covered as part of pre-sales assistance. The agency will work with vendor to design the solution at the time of purchase.
88	4	Calendar of Events	With the rescheduling of the prebidders conference to occur after questions have been submitted, will COPA consider allowing a second round of questions based on any questions that may arise from discussions at the prebidders?	There will not be a formally defined second round of questions. If additional questions are received the commonwealth will do our best to respond timely.

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#	RFP Page Number	RFP Section Reference	Question	Answer
89	28	III-4	For the technical section, what are the metrics being used to evaluate or measure up to 40%? Can you provide more specificity about the formula being used?	Please refer to Part III, Section III-4. A of RFP 6100039046 for this information and refer to the following link: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
90	28	III-4	For the cost section, can you provide a few examples using the included formula?	As indicated in Part III, Section III-4, please refer to the following link for information relating to cost formula: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
91	1	Appendix L Service Management Integration Requirements	What is the current integration model, data model, and error handling methodology?	Currently, the integration model used is SOAP with a B2B connector. The data model list the fields, values, maximum lengths and, if required in an excel spreadsheet. The error handling list the error codes and descriptions and the methodology, in the case of OA, is ServiceNow.

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#	RFP Page Number	RFP Section Reference	Question	Answer
92	1	Appendix L Service Management Integration Requirements	What kind of Integrations is required for what ITSM tool?	Currently it is SOAP, however it will change to REST. We decided that we would mandate the integration, then if an agency or vendor could not use the current integration tool, documentation requesting a change would be required.
93	1	Appendix L Service Management Integration Requirements	What is the format of the mandatory data fields?	The format for all fields will be in the data model.
94	1	Appendix L Service Management Integration Requirements	What kind of Web Service Integration?	Please refer to the response to Question #92 .
95	1	Appendix L Service Management Integration Requirements	What kind of Integration is required for what monitoring tool?	Please refer to the response to Question #92 .
96	38	6.1.1	IBM is requesting which company's competitive storage hardware is being replaced along with the model. Thank you.	There are multiple vendor stage solutions implemented across the Commonwealth.

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#	RFP Page Number	RFP Section Reference	Question	Answer
97	12	Section I-22	<p>With a concern that the Commonwealth could potentially, given the current verbiage above, establish the effective date at a date a year or more beyond the execution date, will the Commonwealth consider changing the above sentence to the following? “The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. After all approvals required by Commonwealth contracting procedures have been obtained, the respective contract shall be fully executed by the selected Offeror and by the Commonwealth. If the Commonwealth does entertain such a change, will Section 1 of Appendix A likewise be edited to conform?”</p>	<p>No, the Commonwealth will not amend this section.</p>
98	Lot 6	Appendix C Cost Submittal	<p>In the following file, Tab: LOT6, Appendix C. Cost Submittal Response Template (rev. 12.15.16), there is a requirement for Nodes of IBM SVC. Does the Commonwealth of PA consider this a hard requirement specific to IBM SVC?</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
99		Appendix C Cost Submittal	What does the Commonwealth mean by storage virtualization?	<p>Storage virtualization is the amalgamation of multiple network storage devices into what appears to be a single storage unit. Storage virtualization is usually implemented via software applications and often used in SAN (storage area network), a high-speed subnetwork of shared storage devices, and makes tasks such as archiving, back-up, and recovery easier and faster.</p> <p>A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments</p>
100		Appendix C Cost Submittal	Does the Commonwealth have the need to have multiple vendor arrays managed by one front end vendor?	Common administration is preferred but not required.
101		Appendix C Cost Submittal	We would like to offer compression in a flash only solution and also offer you a hybrid configuration. We will be able to base these upon your performance needs. Based upon question 6 response we will develop the configurations to adhere to your needs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
102		Appendix C Cost Submittal	We have seen the configurations listed mirror each other. Would be it possible to have them broken out in technical requirements you need for each?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
103		Appendix C Cost Submittal	In reference to our question 102 I would like to expand on it by stating if you have the need to backend virtualization the benefit is tenfold. It allows you to have legacy arrays still kept on the datacenter floor and the luns managed by your new front end array and as well array based migrations can be performed with ease. We would like your thoughts on using an approach method like this.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
104	33	IV-2.E.	The RFP indicates \$13m in historical annual spend for all servers in Lot 5. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 3,602,279.00 2015- \$7,937,040.00 2016- \$2,882,640.00
105	33	IV-2.E.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 5, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP 6100039046.
106	34	IV-2. F.	The RFP indicates \$9m in historical annual spend for all storage hardware in Lot 6. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 6,161,593.00 2015- \$12,138,408.00 2016- \$22,927,947.00

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#	RFP Page Number	RFP Section Reference	Question	Answer
107	34	IV-2. F.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 6, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP.
108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

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#	RFP Page Number	RFP Section Reference	Question	Answer
112	4	Calendar of Events	Who will be attending the pre-proposal conference for the Commonwealth?	Please refer to Appendix #4 for this RFP 6100039046.
113	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 1?	HP and Lenovo
114	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 5?	Cisco, Dell, HP, Hitachi, IBM and Lenovo
115	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 6?	Dell, EMC, HP, Hitachi, IBM and Lenovo
116	17	I-28	Information Technology Policies – PLT001 – Desktop and Laptop Standards. This policy references the expired Dell PC contract. Is this policy applicable to these procurements?	This policy will be updated upon award of RFP 6100039046.
117	7 24	I-12 Part II	If a prime is proposing on more than 1 lot, should each lot be submitted as a separate technical proposal, or can they be combined into one proposal response?	The technical proposals can be combined into one proposal but must maintain the format of Appendix H, Technical Submittal Response Template.

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#	RFP Page Number	RFP Section Reference	Question	Answer
118	17	I-27	Regarding the text boxes (yellow shaded) for responses, the current text boxes limit responses to a single page. Should new text boxes be created for responses longer than 1 page in length to eliminate formatting issues with page breaks; or can answers be submitted underneath the yellow text boxes if needed?	This issue is addressed in the revised Appendix H, Technical Submittal Response Template, that will be posted as part of Addendum Number 7.
119			The current PC contract includes standard service items of "on-site imaging" and "device relocation within same building." Are these services no longer required by the Commonwealth?	This is addressed in the revised Appendix C, Cost Submittal Response Template, that will be posted as part of Addendum Number 7. Device relocation within the same building falls under "device relocation within 25 miles."
120	LOT 6	Appendix C Cost Submittal	Is any additional direct attached storage required for the SVC nodes, or will external virtualization be required?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
121	LOT 6	Appendix C Cost Submittal	Will the 8 node (4 IO Group) SVC be housed in one location?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
122	LOT 6	Appendix C Cost Submittal	Any Disaster Avoidance / Recovery solutions requirements for replication?	Please provide any disaster avoidance/recovery solutions in the Services/Options section of Appendix C, Cost Submittal Response Template.
123	LOT 6	Appendix C Cost Submittal	We noticed that the multiple configurations of Lot 6 are identical; are you just looking for a single 8 node, 4 way cluster of SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
124	7	I-12	Should the cost proposal be submitted with all proposed lots kept in one file and in one printout? Or, if proposing on three lots, for example, should one paper copy of each lot be submitted?	Part I, Section I-12 of the RFP has been revised to allow for the electronic submission Appendix C, Cost Submittal Response Template. A paper copy should not be submitted. The electronic copy shall be submitted as part of the electronic versions of the proposals required pursuant to Part I, Section I-12.B.

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#	RFP Page Number	RFP Section Reference	Question	Answer
125	25	II-2	<p>If an Offeror who is a SDB Small Diverse Business and SB is submitting as a prime, would its percentage commitment for SDB and SB <u>Subcontracting</u> participation be 100% or 0Appendix?</p>	<p>Based on a maximum total of 200 points for the Small Diverse Business and Small Business Participation Submittal, the Offeror who submits as a Small Diverse Business Prime will receive the maximum total of 200 points. Therefore, the Offeror will receive 100% of the points.</p> <p>An Small Diverse Business submitting as prime would make that distinction in the “Offeror Information” box on the first page of the Appendix Q, Small Diverse Business (SDB) and Small Business (SB) Participation Submittal. No entry would be made in the “Subcontracting Information” box unless the prime is subcontracting to a separate/different Small Diverse Business or Small Business.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
126	Section 26 13 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	The Limitation of Liability section states that the Contractor's liability is equal to the value of the contract. Based on the annual purchasing figures provided, the value of the contract over three years will be significant. Given a reseller does not have significant control over the OEM equipment they are providing, does this mean the Commonwealth intends to hold the reseller Contractor liable for the total value of all purchases over the life of the Contract? For example, Lot 5 has an annual approximate value of \$13M. Over the three years this would be a liability total of \$39M to the reseller Contractor.	Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.
127	LOT 6	Appendix C Cost Submittal	The services options for Lot 6 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the storage unit, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of the machine to move, as well as the size and weight.	Since the majority of the spend will be driven towards the Best Value configurations, please provide services/options costs relevant to the Best Value configurations. These costs will be considered as not to exceed costs and the total cost will be defined in the Statement of Work.

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#	RFP Page Number	RFP Section Reference	Question	Answer
128	LOT 6	Appendix C Cost Submittal	Would the Commonwealth consider a maximum services hourly rate for the Storage services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and storage implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.	No; please provide fixed option pricing based on the designated service listed. Also, please refer to the answer to Question #127 .
129	LOT 5	Appendix C Cost Submittal	The services options for Lot 5 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the server, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of the machine to move, as well as the size and weight.	Please refer to the answer to Question #127 .
130	LOT 5	Appendix C Cost Submittal	Would the Commonwealth consider a maximum services hourly rate for the Server services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and server implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.	Please refer to the answer to Question #127 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
131	38	IV-3-B-3	<p>Item 3 states that the Commonwealth will develop a Statement of Work for each service. Can the Commonwealth provide this Statement of Work for each of the listed Optional Services so that all vendors are providing pricing based on the same scope of work. For example, does the Commonwealth expect the Contractor to provide insurance for the value of the equipment being moved? If so, what value should be assumed for items x, xi and xii. What steps are considered part of installation? Is the Contractor to assume that the equipment is shipped to the installation location, or is logistics and transportation services required? What is the size of the image being deployed, and how many images will be required to be maintained? Outside of physical installation on the desk and cable connection, what other steps are required of the Contractor, and what is the average time these steps will take? How many devices can the Contractor assume each installer can deploy each day?</p>	<p>Statements of Work are prepared by the agency at the time of purchase.</p>
132	38	IV-3-B-3	<p>For Lots 5 and 6, many manufacturers do not allow machines under warranty to be moved without manufacturer service personnel providing both packaging and re-install services. Should the contractor assume that machines to be moved in items x and xi are the Best Value configurations to provide accurate comparisons between proposals?</p>	<p>Please refer to the answer to Question #127.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
133	LOT 6	Appendix C Cost Submittal	For the cost evaluation, will the Best Value cost configurations be compared between vendors, or will the grand total cost including non-best value, leasing and services be used for the calculation?	The grand total calculation will include best value, non-best value, leasing and services.
134	38-39	IV-3-B-4	The Commonwealth states the required quote format, but it does not require the list price to be included in the quote, how will the Commonwealth know that they are receiving the required minimum discount without the list price being included?	This issue is addressed in Section IV-3.E of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
135	38	IV-3-B-3	Will the Commonwealth provide a full statement of work for each requested service?	Yes.
136	38	IV-3-B-3	For any service, will the purchasing agency ensure elevator access for buildings move than 1 story high?	No, since not all building will contain elevators.
137	38	IV-3-B-3	For the service of “installation,” is the Offeror required to provide status reports of installations completed, installations outstanding and issues? What is the desired frequency of these reports?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.

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#	RFP Page Number	RFP Section Reference	Question	Answer
138	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume equipment will be shipped to the installation location, or does this service include the Contractor receiving the equipment, transporting it to the installation location, and physical installation?	This will be decided as part of the Statement of Work at the time of purchase but should be considered as part of supply chain management and managed logistics services included in this RFP.
139	38	IV-3-B-3	For the service of “installation,” what installation steps must be performed other than physical installation? What is the average time per device to perform these steps?	<p>At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.</p> <p>Regarding average time, the Commonwealth does not have this information.</p>
140	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that no steps (other than connecting to the main unit) are to be performed on external PC devices (keyboard, mouse, power, Ethernet)?	At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.

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#	RFP Page Number	RFP Section Reference	Question	Answer
141	38	IV-3-B-3	For the service of “installation,” how many devices on average can a single installer expect to install per day?	This will be decided as part of the Statement of Work at the time of purchase.
142	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all units must be powered on, in order to verify the login screen appears (if pre-imaged) or to verify that the operating system boots (if non-imaged)?	Yes.
143	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all newly implemented devices will require serial number documentation to be delivered to the customer at project completion?	Yes.
144	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that the removal of cardboard and packing material from the location is required, if requested by the Commonwealth agency?	Yes.
145	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that detailed configuration instructions and configuration data (IP addresses, user name, location, etc.), along with detailed location information will be provided to the Offeror a minimum of five business days prior to the scheduled installation?	This will be decided as part of the Statement of Work at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
146	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that troubleshooting of general hardware, software and connectivity issues is not required of the Offeror?	The device must be fully functional to consider installation complete. Please refer to the response to Question #142 .
147	38	IV-3-B-3	For the service of “installation,” will the customer perform a backup of relevant user data prior to Offeror performing installation tasks?	Installation services are preformed prior to user data being placed of the device.
148	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that hardware issues encountered during the time of installation will be coordinated for service by the Commonwealth with the manufacturer as part of associated warranty services?	Please refer to the response to Question #146 .
149	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that the requested asset tag will be the OEM-installed serial number installed on the system unit during production of the unit?	This will be decided as part of the Statement of Work at the time of purchase.
150	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) of associated devices using a barcode scanner?	This will be decided as part of the Statement of Work at the time of purchase.
151	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) in writing?	This will be decided as part of the Statement of Work at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
152	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to provide asset tag and serial number information to customer in an Excel spreadsheet format after the tags have been installed?	This will be decided as part of the Statement of Work at the time of purchase.
153	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that asset tags will be provided to installation team at least five (5) business days prior to the first installation start date?	This will be decided as part of the Statement of Work at the time of purchase.
154	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency personnel work with the Offeror to determine best method of data transfer for the environment/network/device in question?	Yes, this is project specific and will be addressed in the Statement of Work a the time of purchase.
155	38	IV-3-B-3	For the service of “Data Transfer,” is the Offeror to assume that only UP to 10GB of one directory tree and local Outlook folders (identified in advance in writing by the site or IT contact) is to be performed per unit?	No, there is no threshold.
156	38	IV-3-B-3	For the service of “Data Transfer,” how far (in feet) will the new system be from the existing system? Will these locations be specified in advance, in writing, by the site or IT contact?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
157	38	IV-3-B-3	For the service of “Data Transfer,” will the Offeror be provided with the directory structure and location of Outlook folders to be transferred?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
158	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide application licenses required if 3rd party data transfer application is to be used?	The agency will provide access to the data transfer application, if applicable.
159	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide network access or external hard drives to facilitate this data transfer?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
160	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to observe the function of equipment to be relocated, including possibly performing diagnostic tests, as necessary? Is the Offeror to note any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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#	RFP Page Number	RFP Section Reference	Question	Answer
161	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to disconnect all peripheral equipment from the system unit at the end user location?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
162	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of "Preparation for Shipment," is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
164	38	IV-3-B-3	For the service of "Preparation for Shipment," will the purchasing agency provide a list of all equipment to be deinstalled by serial number and asset tag?	Yes.

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#	RFP Page Number	RFP Section Reference	Question	Answer
165	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency backup all data on each system, as well as ensure no confidential data remains on systems to be transported?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
166	38	IV-3-B-3	Can the Commonwealth confirm that the DGS warehouse located at 2221 Forster Street, Harrisburg, PA will remain the location of the DGS warehouse for the duration of this contract?	If this location changes during the term of the contract, OA OIT Procurement will review with the award Offeror(s) to determine if compensation will be granted for a change in location.
167	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
168	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is all relevant equipment required to be palletized for easy removal and storage at the DGS warehouse location?	Yes, pallets are required.

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#	RFP Page Number	RFP Section Reference	Question	Answer
169	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to provide equipment inventory being delivered to both agency and DGS warehouse personnel? What format would this inventory need to be in? Are there specific Commonwealth forms that are required to be filled out with delivery of returned equipment?	Yes. The inventory format will be agency-specific. Commonwealth will provide DGS Surplus Forms to the successful Contractors.
170	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” will the purchasing agency provide a dock and pallet jack for unloading of palletized PC equipment at the warehouse location, as well as provide an appointment date/time for delivery to ensure dock and warehouse availability?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
171	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to work under supervision of the purchasing agency or directly with DGS on the return of equipment?	The Contractor will work under the supervision of the purchasing agency until arrival at the DGS Surplus Warehouse.
172	38	IV-3-B-3	Is there any limitation on the quantity of returned equipment that can be delivered at one time to the DGS warehouse?	The agency will work with DGS to determine delivery schedule.
173	38	IV-3-B-3	For the service of device relocation, can the Commonwealth confirm that the Offeror will be picking up pre-packed PCs from an agency location and delivering to a new location?	Yes, successful Contractors will be picking up pre-packed PCs from an agency location and delivering to a new location.

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#	RFP Page Number	RFP Section Reference	Question	Answer
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	38	IV-3-B-3	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus removal, asset tagging, and device transport upstairs where an elevator is not available?	No, these will be the Offeror responsibilities for this service.

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#	RFP Page Number	RFP Section Reference	Question	Answer
179	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.
183	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the Offeror be required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.

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#	RFP Page Number	RFP Section Reference	Question	Answer
184	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
185	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” does the purchasing agency request all serial numbers of working and non-working units?	Yes.
186	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” in what format would the Commonwealth request a report with proof of disk wipe to the agency contact? Can this be sent electronically to the agency?	Please refer to the information provided in ITP SEC-015.
187	38	IV-3-B-3	For the service of “Off-premise Disk Wipe”, can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	Successful Contractors will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
188	38	IV-3-B-3	For the service of “Hard Drive Removal,” can the Commonwealth confirm that the Offeror would be only required to remove the hard drive from the existing device, label the hard drive, and transport it to a designated customer site?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
189	38	IV-3-B-3	For the service of “Hard Drive Removal,” will the Offeror be required to provide any documentation to be included with the removed hard drive?	Please refer to the information provided in ITP SEC-015.

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#	RFP Page Number	RFP Section Reference	Question	Answer
190	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume this service is to be completed at an off-site location?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
191	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume a maximum of a 50 GB image will be installed per device? Can the Commonwealth also confirm that a test device is to be sent to the purchasing agency prior to full imaging production for image validation?	No. This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
192	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume that after device imaging, verification of boot-up, and packaging, that the scope is complete?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
193	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency supply a fully tested image with all required software, device drivers, licensing and software activations installed?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
194	38	IV-3-B-3	For the service of “Image Deployment,” in what format will the purchasing agency provide the image to the Offeror?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
195	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency require more than one ‘gold’ image per scheduled installation?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
196	38	IV-3-B-3	For the service of “Image Deployment,” will there be a documented Change Process if purchasing agency requests and image update during scheduled installation?	The agency will work with the successful Contractor on a documented Change Process.
197	38	LOT 1	For Lot 1, the leasing amount that is requested is the annual cost of the four year lease. However, the total in the upper portion of the spreadsheet is the annual cost multiplied by the quantity, not the entire 4 year cost. Does the Commonwealth wish to calculate based on the entire lease cost or only the annual cost?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
198	29	III-4-C	In the case of two competing Small Diverse Prime offers in a single lot, will each SDB receive the maximum points for that section?	Yes. Any Small Diverse Business responding as Prime Offeror will receive the maximum 200 points for the Small Diverse Business and Small Business Participation Submittal. See RFP 6100039046 Part II, Section II-4C5 for scoring methodology.

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#	RFP Page Number	RFP Section Reference	Question	Answer
199	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have a preference for migration methodologies? Commonly used methods include array based and host based migrations.	No, the Commonwealth does not have a preference.
200	Lot 5	Appendix C Cost Submittal	Please specify the scope of the Commonwealth's server environment in terms of physical and virtual environments. If possible, please specify number of host/virtual host by environment.	The Commonwealth does not have this information; however, there is an emphasis on virtualization across all agencies.
201	Lot 6	Appendix C Cost Submittal	In reference to the cloud as a whole which cloud provider, if any, do you use today?	Cloud services is not within the scope of this procurement.
202	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have any mainframe exiting today on the floor? If so, how long you plan to keep it?	These devices will be procured through a separate procurement.
203	39	IV-3.D.(2)	Does the OEM Representative have to be an employee of the designated OEM or can the OEM Representative be an employee of the Prime Contractor's Team?	The OEM representative must be an employee of the OEM. This is to ensure direct access to the OEM is available for issue resolution.
204	38	IV-3. Requirements.	On the cost worksheet, you are looking for a consumption model pricing does it require the Operating systems and applications provided by the supplier?	Consumption based pricing models are to be defined by Offerors for review by the Commonwealth.

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205	38	IV-3. Requirements	On the cost worksheet consumption model, do you require managed services for any of the three scenarios (onsite, outsourced data center, or our own data center)? We can do all three if that is what you are looking for?	Please refer to the answer to Question #204 .
206	38	IV-3. Requirements	Do you have a preference on the usage model billing (number of users, server utilization) types we can do or something else in mind?	Please refer to the answer to Question #204 .
207	Tab 5&6	Appendix C Cost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>
208	Tab 6	Appendix C Cost Submittal	Under the current contract, we also have been able to sell data protection backup storage solutions. These don't really fit into your 3 categories. How should that be handled?	Please provide those solutions with relevant pricing and any other added services, in "Additional Options" in the "Services – Options – Upgrades" section

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209	Tab 1	Appendix C Cost Submittal	<p>We believe the Desktop specification of an Intel® Core™ i5-6600 (3.9 GHz) CPU or equal is not in the best interest of the State.</p> <p>Please allow us to explain: All microprocessors are not created equal and therefore using a clock speed like 3.9Ghz could lead to disappointing performance for the State. The real issue is around the “or equal” concept. There is an industry standard benchmark For PC performance productivity call SYSmark 2014 (see here for details). The Intel® Core™ i5-6600 (3.9 GHz) CPU you request has a SYSmark 2014 number of 1638. Another CPU in the industry called the AMD FX-4350 4.2 GHz has a SYSmark 2014 score of 925. (the higher the score on the SYSmark 2014 test, the better the performance). A typical evaluation without the SYSmark numbers would have most people believing that 4.2Ghz is an “equal or better” CPU than one operating at 3.9Ghz – but clearly that could not be further from the truth. The Intel processor exceeds the AMD processor performance by 77%. Clearly these two processors are not in the same category and should not be evaluated against each other. We recommend the State use a benchmark performance level to guarantee they are comparing systems with similar performance levels and guarantee your satisfaction with the winning solution. For instance, we recommend the specification read: The Desktop system must</p>	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.
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			achieve a SYSmark 2014 performance level of at least 1638 to be considered for this category.	
210	Tab 6	Appendix C Cost Submittal	What SLA's should be used when considering RTO and RPO for backup and recovery?	These are determined by the service level procured with the device.
211	Tab 6 Lines 37, 38	Appendix C Cost Submittal	The minimum configuration specifications are for IBM's SVC. Are you looking for responses for the other OEM's similar or equivalent technical solution or only IBM's?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
212	Tab 6	Appendix C Cost Submittal	Does the configuration need to be identical to what is mentioned in the spreadsheet or are you open to modernization? IE 146GB, 300GB 10k and 15K RPM spinning drives are old technology - is that the technology that CoPA wants to move forward with?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
213	Tab 6	Appendix C Cost Submittal	Will denser drive options be considered (we are able to offer a 15TB SSD)?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
214	Tab 6	Appendix C Cost Submittal	All the specs on the spreadsheet are tailored to spinning disk. Will an All Flash configuration be considered?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
215	Tab 6	Appendix C Cost Submittal	What will the purpose be between the two configurations? Non-best value vs best value. Will these be two separate storage offerings? Higher performing storage tier and lower performing storage tier?	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual server orders will be custom based on the needs of the customer at the time of order.
216	Tab 6	Appendix C Cost Submittal	Will the RAID types be consistent across all frames or will some frames be configured differently than others?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
217	Tab 6	Appendix C Cost Submittal	What will the initial frame building block capacity be day 1? Usable TiB, provisioned TiB, and written TiB?	The Commonwealth does not have this information.

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#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	<p>Best practice is to solution for Capacity/Configuration/Workloads i.e. Approximate number of LUNs Approximate number of hosts Approximate number of host initiators IOPS and MB/sec per array, peak and average Read/Write ratio</p> <p>What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)?</p> <p>What host platforms (server types) and operating systems/versions are present in the environment?</p> <p>What storage protocols will be considered — block, file, or both?</p> <p>How should we take this into account?</p>	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
219	Tab 6	Appendix C Cost Submittal	<p>SVC is mentioned. What is the purpose of SVC? Will this be used for data services IE compression and encryption? Will SVC be used for storage virtualization and data mobility?</p> <p>What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
220	Tab 6	Appendix C Cost Submittal	Are fiber channel switches to be included? 4GB ports are mentioned, will 16GB be considered?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
221	Tab 6	Appendix C Cost Submittal	4GB HBAs are mentioned for the hosts. Going forward will this be true or will 16GB HBAs be considered?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
222	Tab 6	Appendix C Cost Submittal	Will backup/recovery solutions be part of this RFP?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section of Appendix C, Cost Submittal Response Template.
223	Tab Lot (all)	Appendix C Cost Submittal	How does the Commonwealth expect training for the various solutions to be presented as part of this RFP?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
224	Tab 6	Appendix C Cost Submittal	Is self-service storage provisioning being considered?	This is beyond the scope of this procurement.
225	Tab 5 & 6	Appendix C Cost Submittal	There is no infrastructure such as networking identified in RFP? Is networking to be considered in the response? If not, what is planned network that will be utilized? What about other infrastructure components such as firewall, load balancers, etc?	This is beyond the scope of this procurement.
226	35	IV-3. A	Is CoPA looking to receive only a certain number of responses for each OEM since OEM's have hundreds of certified partners that could respond? If so, what is the number responses per OEM CoPA is accepting?	There is no limit on the number of responses per OEM.
227	4	Calendar of Events	The schedule has the Responses to Questions expected on Friday January 13. The following Monday, January 16 is a Federal Holiday (MLK). Because the current due date is Friday January 27th, this does not give vendors sufficient time to review and revise any content based on the response to the QA and any possible amendment. We are asking for a one-week due date extension to the schedule as currently published. This will give us sufficient time to finalize and ship the proposal on time to meet the revised due date.	Please refer to the answer to Question #1 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	<p>The RFP stipulates the Cost Proposal is to be sealed (section II.3). However, at the bidder’s conference, it was mentioned that the cost proposal and the technical proposal reviews will be done simultaneously for the full evaluation (i.e., it was stated that a newer technology that met or exceeded the requirements specified would be technically evaluated with the price since the technical evaluators would be able to see the pricing as well). Will the cost proposal remain sealed until the technical proposal evaluation and scoring has been completed? Will there be a release of the technical scoring along with a public cost opening? It is suggested that additional technical scoring points be given if the proposed configuration exceeds the minimum configuration stated in the RFP and be separately evaluated from pricing. This allows the evaluation to be fair and objective.</p>	<p>The technical and cost scoring will be completed independent from each other. The technical scoring team will be given access to Appendix C, Submittal Response Template, to ensure device specifications meet the requirements of each lot. Additionally, costs will not be opened publicly. Pursuant to Section 513(d) of the <i>Commonwealth Procurement Code</i>, 62 Pa. C.S. § 513(d), proposals “shall be opened so as to avoid disclosure of their contents to competing offerors.”</p>
229	Tab 5& 6	Appendix C Cost Submittal	<p>Management software and process(es)? Will these be necessary in the response?</p>	<p>Management software and process(es) may be procured as a component of the hardware purchased, so long as a software license agreement has been negotiated with the Commonwealth.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
230	Tab 5& 6	Appendix C Cost Submittal	What workloads will be running on these platforms? What are your performance objectives? (iOPS, throughput, etc.)	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
231	Tab 6	Appendix C Cost Submittal	Besides components like firewalls is there requirements for security (DAR or data inflight encryption)?	Please refer to the Information Technology Policies located at http://www.oa.pa.gov/Policies/Pages/itp.aspx# .
232	Tab 6	Appendix C Cost Submittal	When sizing, is there any guidance on compression/dedup ratios? Or should we consider industry standard for general purpose workloads?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
233	35	E.4	Do any form-factor preferences exist?	The default is for Lot 1, Desktops, is minitowers with options for small form factor, ultra-small form factor and desktop.
234	35	E.4	Please provide processor generations (versions) as many of the processors mentioned here have various iterations (or specify "latest").	Please provide the processor generation defined in the specifications located in Appendix C, Cost Submittal Response Template.

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#	RFP Page Number	RFP Section Reference	Question	Answer
235	35	E.4	Please confirm “BaseT” on 10G network card(s) (this is in often cases an SFP adapter and not BaseT).	For Lot 5, the default is BaseT with the option for SFP.
236	35	E.4	Please elaborate or provide example “Self-Cleaning” server requirement.	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
237	35	E.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	The intent is to move from a capital expenditure model to an operational expenditure model with added agility.
238	35	F.4	SVC Nodes are specific to IBM storage. Please ensure that SVC Nodes are not a requirement for submissions. In addition, please confirm the technical requirement for “I/O Groups” so that functionality can be appropriately duplicated in response.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
239	35	F.4	Please confirm arbitrated loop is only within the storage architecture itself and will not be used for any host-to-storage communication.	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
240	35	F.4	Please confirm that while storage switches will support an OPEN device attachment, that no FICON requirement exists within the identified configuration.	There are currently no FICON requirements that exist within the identified configuration.

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#	RFP Page Number	RFP Section Reference	Question	Answer
241	35	F.4	<p>For Each Configuration:</p> <p>1) Is the Commonwealth open to more economical storage options rather than the 146GB 15k Disk type?</p> <p>2) Please confirm 4TB usable disk storage for the entire disk array</p> <p>3) Please provide an IOPS (Input/Output per second) target to ensure that requirements are obtained using modern storage sizing and functionality techniques</p> <p>4) Please advise on the object-storage presentation method (REST API/CIFS/NFS) required from the array</p> <p>5) Please provide additional data service desired or applicable to the sizing effort (i.e. – deduplication, compression, etc..)</p> <p>6) Please provide any security functionality required within the storage array (i.e. – Encryption of data at rest)</p>	<p>The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>
242	35	F.4	<p>Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.</p>	<p>Please refer to the answer to Question #237.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
243	18-20	Appendix H	Lot 5 relates to Server Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
244	20-23	Appendix H	Lot 6 relates to Storage Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
245	All	Appendix E	<p>The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document?</p> <p>Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?</p>	The reseller needs to be aware there must be an agreement between the commonwealth and the software publisher prior to a third party software being provided though this contract.

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#	RFP Page Number	RFP Section Reference	Question	Answer
246	Tab Lot (all)	Appendix C Cost Submittal	There are a wide variety of Accessibility needs and many hundreds of products which address them. Some products serve a primary function and also serve to address a disability in another way and this list is quite dynamic as new technology advances are made. It seems impractical to list all of these within the pricing sheet as designed. So, to the point: If an Offeror provides hundreds of products that address a multitude of disability options across all six lots, how would the Commonwealth wish to see this information presented for evaluation? Perhaps a discount structure could be leveraged to better serve the Commonwealth as opposed to a FFP on this many potential products?	Accessibility options are for informational purposes only. Once awarded, the commonwealth will determine which options to make available for the contract.
247		Appendix C Cost Submittal	In the optional services, by data transfer, do you mean data migration from one system to the other or something else? And if so, what else?	Data transfer is the transfer of data from one device to another or from a network to a device.
248	Lot 6	Appendix C Cost Submittal	Lot 6 cost submittal response has title "Services-Options-Monitors". Is the word "Monitors" supposed to be there and if so for what reason?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
249	5	Appendix H	The instructions for Appendix H state “Instructions: Fill out the yellow shaded areas only, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for which you are submitting a proposal.” Will the Commonwealth allow bidders to delete the yellow text boxes within ‘Appendix H, Technical Submittal Template’ and replace them with our written responses directly into the body of the Word document to facilitate proper formatting of our content, or is it mandatory that all written content be contained within the yellow text boxes provided?	This issue is addressed in the revised Appendix H, Technical Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
250	Lots 5 & 6 All Defined Configurations	Appendix C Cost Submittals	Hyper-Converged is not listed as a technology covered in this RFP. Can you please advise on the purchasing model through this contract vehicle?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7. The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
251	LOT 5	Appendix C Cost Submittal	What is meant by the term "Self-Cleansing Capability?"	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
252	LOT 5/6	Appendix C Cost Submittal	Most manufacturers do not offer Basic warranty service for enterprise level hardware such as servers and storage as requested in the RFP but offer a minimum standard level of service that equals the Enhanced category. How should the Offeror handle this situation?	Please provide the most applicable pricing available based on each service level tier.
253	LOT 5/6	Appendix C Cost Submittal	List prices for the equipment are different for each level of service being offered. How should the offeror indicate different list prices for each service level in Appendix C?	The discount level indicates the service level. The list price of the device should not change.
254		APPENDIX E	As a reseller, our company does not own or have the ability to negotiate software license terms, those must be negotiated with the licensor itself. How will the Commonwealth handle this situation?	Please refer to the answer to Question #245 .
255	AM-06.1	APPENDIX K	Does "defective hardware" refer to machines that are received in an inoperable condition? Are there any other situations that would relate to "defective hardware" under this SLA?	Yes, this SLA refers to any defective or incorrectly delivered hardware.

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#	RFP Page Number	RFP Section Reference	Question	Answer
256	42	Contracting Requirements - Small Diverse Business Certification	If the OEM responds as a Prime Contractor with a SDB as an agent, what counts towards "actual contract spend" with the SDB? Would the entire purchase amount count towards the spend or just the agent fee (ie. the margin received by the SDB)?	<p>If SDB is issuing a PO for purchases of goods and then invoices the Prime for same goods, then SDB will receive full credit for the invoices submitted.</p> <p>If the Prime is the one who is responsible for PO's for goods and the SDB is only receiving a percentage (%) lift/margin, then the SDB only receives credit for the % lift/margin.</p>
257	Tab for Lot 1 and Lot 2	Appendix C Cost Submittal	Can the Commonwealth specify the type of lease that we should price? For example, does the Commonwealth want to retain ownership of the equipment at the end of the lease or trade it in for refreshed technology.	<p>Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.</p> <p>As to the type of lease, this will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
258	Section 1 C & D	Appendix L, Service Mgmt Integration Requirements	Can the Commonwealth go into more technical detail regarding the responsibilities of the offeror with respect to transmission or receipt of data for the web service integration referenced in Section C and the integration with monitoring tools in Section D?	Hardware associated with this ITSM solution consist of Virtual MidServer that are maintained and managed by OA/OIT at the EDC on the virtual farm. SNMP monitoring of these devices is the responsibility of OA/OIT.
259	38	Supply Chain Mgmt / Managed Logistics	The Commonwealth has stated that they would like a contractor that can provide staging and storage. There is not a related item in the Cost Proposal for staging and storage. Are we to assume the Commonwealth is looking for this to be offered free of charge? If yes, what kind of expectations does the Commonwealth have in terms of batch delivery? For example, staging 500 units and delivering in 100 unit batches has a very different cost than staging 500 units and delivery in 10 unit batches.	This issue is addressed in Part IV, Section IV-3 of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
260	Lots 1 & 2 Services	Appendix C Cost Submittal	What is meant by the service "Preparation for Shipment"? Is this an add-on service in the case that asset tagging or image deployment are performed offsite?	This service will be procured when an agency requires that the Contractor prepare and pack device(s) for shipment from one Commonwealth location to another. This charge does not apply to the initial delivery of the device.

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#	RFP Page Number	RFP Section Reference	Question	Answer
261	Order Delivery	Appendix K, Service Level Agreements	The Commonwealth has requested a ten (10) delivery timeframe on equipment. Servers and storage that are configured to order can typically take longer than 10 business days to build and deliver depending on the complexity of the system. Can this requirement be waived for Lots 5 and 6?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.
262	Order Delivery	Appendix K Service Level Agreements	At various times, manufacturers around the globe experience issues due to shortages in parts supply. While it is very infrequent, it has happened, and if it happens during the term of the contract would the Commonwealth be flexible in the issuance of credits for orders if the communication between the vendor and the Commonwealth on these issues is immediate and consistent?	This type of situation should be planned for by the contractors, but will be addressed on a case by case basis during the term of the contract.
263	Lot 6 All Configurations; row 37 and 68 "Nodes"	Appendix C Cost Submittal	The requirement for "Storage Volume Controllers(SVC)" is a proprietary product offering from only one vendor, this will limit competition. Please update the node requirements to reflect the technical specification that is required.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
264	34 F.	Lot 6—Storage Hardware	This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions. In Appendix C. Cost Submittal Response Template (rev. 12.15.16), tab lot 6 the component requirement are the same and only reflect a Storage Area Network (SAN) solution. In attachment C we do not see technical requirements for a NAS solution, can you please clarify?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
265	Lot 5 All Configurations; row 39 and 61 "Self-Cleansing Capabilities"	Appendix C Cost Submittal	Is Self-Cleansing Capabilities a service that needs to be included in the base price of the hardware?	Yes.
266	Lot 5 Best Value High End Server 1B; row 44 "Flash"	Appendix C Cost Submittal	When referencing "flash adapter" are you using that interchangeably for IO accelerators? NVMe accelerators?	Yes, the item is generic so as not limit to a single vendor or technology.

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#	RFP Page Number	RFP Section Reference	Question	Answer
267	Lot 5 Non-Best Value configs	Appendix C Cost Submittal	You call for “on board SATA” and 100G HDD. What is the purpose of these drives?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
268	Lot 6 Non-Best Value Object Storage	Appendix C Cost Submittal	The storage technology interface requested is fiber channel along with the cables but there is a notation for SCSI and a request for a Network Interface Card. Can you please clarify what you are looking for in this request?	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
269	Lot 5 & 6	Appendix C Cost Submittal	The List Price data entry cell for each of the Configurations is blacked out for the Enhanced and Critical Service Levels, however each service level will require a unique list price, can the state update the template to distinguish separate list prices for each service level? Alternatively, if it is the intent that the pricing in this section only include standard warranty and support after warranty should be included in the Options/Upgrade section please specify as such.	Please provide one representative list price and apply separate discount off lists per service level tier.

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#	RFP Page Number	RFP Section Reference	Question	Answer
270	Lot 5 & 6	Appendix C Cost Submittal	What is the purpose of the “Discount off List for all other Low End Servers/Cells” cells in the Lot 5 Cells, C50 and Cell C56 Lot 6 Cells? If discounts need to apply to all potential non-best value configurations, please specify the technical requirements range for Low, Medium and High End Server ranges.	We would like the Offeror to be explicit in terms of the overall discount off list that is applied to the potential non-best value configurations. This discount off list should be representative of the discounts applied to each corresponding service tier. The technical requirements are specified in each “Component” and associated “Minimum Requirements.”
271	Lot 5 & 6	Appendix C Cost Submittal	How many years’ post warranty service is required? Please confirm (4) years of support is required for all products.	4 years are the minimum years of support required for all products. We will allow up to 60 months however.
272	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Can you provide the location(s) where the equipment is to be in production?	In Commonwealth-owned or Commonwealth-managed locations.
273	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	If offsite hosting of the equipment and services is allowable, are there locations restrictions? If so, please list.	Offsite hosting is beyond the scope for this RFP

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#	RFP Page Number	RFP Section Reference	Question	Answer
274	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	In a consumption model, can you provide the starting capacity in storage and servers you require, and expected growth for the next 4 years.	This information is not available at this time.
275	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Can you please specify the length of the procurement contract? Minimum years and any extensions.	The term of the contract(s) will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. The Commonwealth may renew any of the contracts for up to two (2) additional years.
276	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Does the State have specific software or OS requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
277	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	For a consumption model, does the State allow the use of offsite Administration or does the State need any assistance with administering the storage and server environment.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
278	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Initial workloads? Is there legacy equipment HPE – Financial Services could buy back and remove ongoing maintenance cost.	This is dependent upon the contract under which the legacy equipment was procured.
279	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How is Demand Management integrated with Capacity Management to ensure that capacity is adjusted in accordance with demand forecasts and patterns?	The Commonwealth expects the Offeror to propose pricing models that include demand and capacity management.
280	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Is there a formal capacity plan produced yearly, that incorporates Business forecasts and requirements?	The Commonwealth does not have this information at this time.
281	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the average hardware utilization rate before you have to order new hardware?	New hardware is ordered to replace end-of-life hardware and the implementation of new applications/projects.
282	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is your desired infrastructure state? (Hybrid private/public?) Is infrastructure shared/optimized across projects and business?	This question has no bearing on an Offeror’s response to this RFP.

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#	RFP Page Number	RFP Section Reference	Question	Answer
283	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the typical provisioning lifecycle, from concept/requirements to full scale production deployment?	This can vary project to project and agency to agency.
284	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How are you dealing with increasing IT demands while trying to mitigate risks and cut costs? If the infrastructure is over-provisioned, how much extra capacity (%) do you typically add?	This can vary project to project and agency to agency.
285	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How does IT demonstrate their value to the business in terms that the business understands?	This question has no bearing on an Offeror's response to this RFP.
286	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever experienced a sudden, sustained and unexpected surge in IT services?	This question has no bearing on an Offeror's response to this RFP.
287	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever "run out" of IT Infrastructure capacity, or got so close to 100% processing/storage capacity that you've had to take urgent action, e.g. rent temporary capacity or request urgent approvals?	No, the Commonwealth has not experienced this.

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#	RFP Page Number	RFP Section Reference	Question	Answer
288	29	C	Can the PRIME also be Small Business and Small Diverse Business entity as a single source?	In order to qualify as an Small Diverse Business, a business must first qualify as a Small Business. A Small Diverse Business is, by definition, a Small Business. A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. Please refer to RFP Part I, Section I-13 of RFP 6100039046.
289	20	C- #5	Maximum 200 points: Can the SB and SDB be the same company in calculation of the points or does it have to be 2 separate companies.	Please refer to the answer to Question #288 . A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. A Small Diverse Business by definition is an Small Business. However, an Small Diverse Business receives a higher percentage of points than an Small Business in scoring. Please refer to the scoring formula in RFP 6100039046 Part III, Section III-4C5.

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#	RFP Page Number	RFP Section Reference	Question	Answer
290	4	Calendar of Events	What is the anticipated award date of the contract after submittal to the commonwealth of PA after January 27, 2017?	The Commonwealth cannot determine a timeframe at this time since we are not sure how many proposals will be received for this procurement.
291	35	Requirements IV-3	(3) years of experience working with public sector clients. Additionally, Offeror must have experience serving at least one (1) large state government similar to the Commonwealth. Question: Does 9 Years Public Sector Experience in Federal Accounts (Both DOD and Civil) by SDV meet your requirements?	That would satisfy the requirement for (3) years of experience working with public sector clients. Please note this is not a mandatory requirement, this is a preference and will be evaluated as part of the vendor proposal.
292	35	(i)	Offerors must be able to provide a punch-out site for order placement. CLARIFY PUNCH OUT SITE: 1.DEDICATED WEB PAGE TO PA FOR ORDERS ELECTRONICALLY? WHAT TYPE OF PAYMENT (CREDIT CARD) OR OPEN PO.? More DETAILS NEEDED ON THIS REQUIREMENT.	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
293	Lot 6 SAN switches	Appendix C Cost Submittal	Redundant SAN switches to initially support 20 connections (16 connections to 8 servers, and 4 connections to 1 storage array). Expansion capability to 64 ports was requested. Will the expansion ports be for servers, storage, or both?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
294	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Does the Commonwealth of PA want separate block and object storage devices, or do they anticipate running mixed block and object storage environments on the same storage devices?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
295	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the total usable space requested. The best value arrays were requested with capacities of 4 TB (RAID5), and the non-best value arrays were requested with capacities of 2 TB (RAID5). Are these usable or raw capacities? Are the 4 TB and 2 TB capacities per controller or per array? 1 PB total usable storage was also specified. Please clarify how the specifications calculate to 1 PB.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
296	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Initial arrays were requested with 4 TB and 2 TB capacities, with anticipated quantities of 25 over the 3-year contract. Does the Commonwealth of PA anticipate storage additions to the initial array(s), or 25 separate arrays? If 25 separate arrays, will these reside in the same data center, and will they replicate to each other? If separate arrays will reside in separate data centers, how far apart will these be?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
297	Lot 6 Non-best value object storage arrays	Appendix C Cost Submittal	The non-best value object storage array mentions FC, iSCSI, and IP-based, but the switches requested are to support 4 Gb/sec, which would be FC. Please clarify if the Commonwealth of PA looking for iSCSI, FC, or FCoE storage, and what switch technology.	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
298	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What types of IT administrative servers will be in use? Physical servers, or virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
299	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What server environment(s) will be deployed? Physical servers? Virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Server environments may include, but are not limited to, DEV, CIT, TRG, TFP, UAT, & PROD. Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
300	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What percentage of your current storage is a) Dell, b) EMC, c) HDS (Hitachi), d) HPE, e) IBM, f) NetApp, and g) Nimble?	This question has no bearing on an Offeror's response to this RFP.

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#	RFP Page Number	RFP Section Reference	Question	Answer
301	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What self-cleaning technology is in use today on a) servers, b) desktops, c) laptops, d) tablets, and e) storage?	Please review the Commonwealth's ITP SEC-015, Data Cleansing Policy, for more information on the broader spectrum of Self-Cleansing requirements.
302	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Best Value Storage compared to Best Value Block Storage and Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
303	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Non-Best Value Storage compared to Non-Best Value Block Storage and Non-Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
304	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	The RFQ specifies "8 Storage Volume Controllers(SVC) nodes, configured in two (2) node clusters providing four (4) I/O Groups." This requirement is specific to old technology IBM storage. Is the intent of Lot 6 of this RFQ to essentially lock out other vendors (OEMs)? If not, then the specifications of Lot 6 need to be rewritten to encompass more modern storage offerings from all eligible vendors (HPE Dell, EMC, HDS, IBM, NetApp, and Nimble).	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
305	Lot 5 & 6 Services - Options - Monitors	Appendix C Cost Submittal	Please clarify the following service: "Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)." Does this refer to returning failed disks (with keep your disk support) to the Commonwealth of PA's warehouse, via a shipping or courier service?	This service refers to the shipment of decommissioned devices from the agency to the DGS Surplus Warehouse by the Contractor.
306	Lot 5 Best and Non Best Value Configuration s	Appendix C Cost Submittal	Although we have read the reference document, we would like further clarification on what is meant about "Self-Cleansing Lot 5 Capabilities".	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.

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#	RFP Page Number	RFP Section Reference	Question	Answer
307	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittals	It has been noted that the configurations are based on years old technology. Would you prefer that we quote refurbished in order to meet the specifications? If not, we will need better guidance on what your needs are so that all bids will still be comparable.	The requirements are for new equipment. Please provide proposals that meet the Commonwealth's minimum requirements as stated in Appendix C. In the adjacent columns, please provide your suggested enhanced specs in the corresponding "Actual Spec Proposed, if higher" column.
308	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittals	Could you clarify what your goal is for "Non Best Value Configurations"?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
309	Lot 5 Services - Options - Monitors	Appendix C Cost Submittals	You mentioned "Image Deployment "but most servers were configured with no OS. Can you clarify what OS and deployment options you require?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
310	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You included "Hard Drive Removal" in this section but specified "Keep Your Hard Drive" in the configurations. Can you clarify?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
311	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades" you include options that depend on the individual specification/configuration. How would you like that to be noted?	Please provide the respective individual specification/configuration in the associated "Notes, if any" column or in the "Additional Options" section at the bottom of the "Services – Options – Upgrades" section.
312	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades", what do you mean by "HBA requirement"? Above, you specified 2 different type of HBAs.	Offerors should respond with the HBA's that it can provide.
313	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	For "Disk Wipe", do you have a preferred method?	Please refer to the information provided in ITP SEC-015.

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#	RFP Page Number	RFP Section Reference	Question	Answer
314	LOT 5	Appendix C Cost Submittal	Since an emerging cost effective technology for servers is the modular or blade server implementation, would it not behoove the Commonwealth to add a modular configuration to the pricing analysis? This would provide a more accurate assessment to the Commonwealth of future costs. It would greatly enhance our thought process in truly understanding your virtualized environment today and how we can shape its tomorrow for the commonwealth. Alternately, could a separate or 'sub lot' be added for this technology?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
315	36	IV-3. A.2.i	To increase competition with qualified OEMs, will the Commonwealth consider revising their choice for Gartner's Magic Quadrant for Modular Servers to include more current version(s) from 2016?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
316	Tab Lot (all)	Appendix H Technical Submittal	Does the state want references to highlight the qualifications of the OEM, the offeror or both?	The qualifications should focus on the Offeror's ability to provide the OEMs products and services.
317		RFP	How does this contract differ from COSTARS contract 3	The awarded contracts are for Commonwealth agencies to utilize. COSTARS contracts are not available for use by commonwealth agencies.

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#	RFP Page Number	RFP Section Reference	Question	Answer
318		RFP	What agencies would procure product from this contract that cannot purchase off COSTARS? Why would an agency utilize one over the other?	Please refer the answer to Question #317 .
319	8	I-12	The RFP states "Offerors shall submit two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive". Does the Commonwealth want two CD-ROMs or Flash drives with one copy on each?	Yes.
320	Lines 13-16; Lines 17-20 SLA ID AM-04.1 and SLA ID AM-04.2	Appendix K. SLAs	These SLAs appear to be created for OEMs selling direct. As a reseller of the equipment, we cannot control certain aspects of the requirements listed in these SLAs. Will the Commonwealth consider revising these requirements to accommodate resellers wishing to bid?	No.
321	5	I-5. Type of Contract	According to the RFP, "It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in Appendix A." Does the firm, fixed price refer to both product procurement and services contracts?	Yes.

Questions & Answers
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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
322	Lot 5 Configurations	Appendix C Cost Submittal	<p>Will the Commonwealth provide more specific requirements within the configurations? For instance, within the functional parameters alone, there are multiple options (blades vs. rack-mount, 1u vs. 2U, centralized vs. distributed vs. shared infrastructure, highly-densed drives v.s highly-densed CPU, L1 vs. L2 vs L3. for caching, SLC v.s MLC vs. TLC for SSD, 10k vs. 15k vs. SATA/NS-SAS for HDD, etc.). In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.</p>	<p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order</p>

Questions & Answers
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#	RFP Page Number	RFP Section Reference	Question	Answer
323	Lot 6 Configurations	Appendix C Cost Submittals	<p>Will the Commonwealth provide more specific requirements within the configurations? For instance, in regard to converged vs. hyperconverged infrastructure, along with software-defined storage, there are open-ended hardware parameters within the spreadsheet. For instance, for the Intel Xeon E3-1220 - is the Commonwealth referring to Broadwell or Haswell? For RAM, are you referring to LRDIMM or RDIMM? Each has a different capacity and each supports different processor models, and different servers support different processor cores/model. In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.</p>	<p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>
324	Lot 6 Configurations	Appendix C Cost Submittals	<p>How does the Commonwealth plan on addressing backup and recovery since it is not called out as a specification?</p>	<p>Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section.</p>
325	Lot 6 Configurations	Appendix C Cost Submittals	<p>How does the Commonwealth plan on addressing a Converged/Hyperconverged infrastructure, as it is not called out in the specifications?</p>	<p>Please refer to the answer to Question #2.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
326	Lots 5 and 6 Consumption Based Pricing	Appendix C Cost Submittal	In regard to the consumption model cost request, does the Commonwealth want to see pricing offered for different classifications of storage (for instance, slow = .01 fast = .05 and super-fast = .10 or some delineation of class of storage)?	The Commonwealth will review responses based on options provided.
327	Lots 5 and 6	Appendix C Cost Submittal	Will the Commonwealth allow bidders to show price deviation methods (meaning, the price can increase or decrease depending on the amount consumed by the Commonwealth)?	This is based on the pricing model proposed by the Offeror.
328	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "yes", against what mean average will each bidder be considered?	This is based on the pricing model proposed by the Offeror.
329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options should be included in the "Options" section.
334	A.	Appendix L - Service Management Integration Requirements	Per A. a., "a. Offeror must use the Commonwealth's current integration model, data model, and error handling methodology, which are subject to change*." What is the Commonwealth's current integration model, data model, and error handling methodology for the ITSM system?	Please refer to the answer to Question Number #91 .
335	Lot 6 Consumption Based Pricing	Appendix C Cost Submittal	Will the Commonwealth provide their current storage utilization information, as well as expected growth over the next 5 years?	This information is not available at this time.
336	Lot 6 Configuration s	Appendix C Cost Submittal	Will the Commonwealth provide performance criteria? E.g. 2ms response times for block storage, 5ms for file storage and 10ms for object storage.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
337	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide availability requirements? E.g. 99%, 99.99% or 99.999% uptime requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
338	Lot 6 Line 33	Appendix C Cost Submittal	Do you want a total of 20 ports in the bid response or 20 ports per switch?	The minimum is 20 ports.
339	Lot 6 Lines 25, 33, 34	Appendix C Cost Submittal	The term “GB” is used – what does this mean (Gigabyte, Gigabit, something else)?	The term GB refer to “Gigabyte.”
340	Lot 6 Line 34	Appendix C Cost Submittal	How many switches do you want in the bid response – 1 or 2?	There is a minimum of 20 ports, regardless of the number of switches.
341	Lot 6 Line 35	Appendix C Cost Submittal	Why are you asking storage vendors to bid HBA’s. We think this belongs in the server lot	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
342	Lot 6 Lines 37, 38	Appendix C Cost Submittal	The term “SVC” is used. What does this mean? IBM’s virtualization engine? If we are not using IBM as our OEM supplier, how do we bid SVC? We were told we have to stay within one OEM’s product line.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
343	Lot 6 Line 40	Appendix C Cost Submittal	Are you asking us to include in our bid a 64 port switch with 20 SFP in it?	The requirement is for the switch(es) to be scalable to 64 ports.
344	Lot 6 Line 41	Appendix C Cost Submittal	The newer 16Gb and 32Gb FC specs, do not allow for arbitrated loop. Only 8Gb specs and lower provided for AL support. 8Gb optic support in newer switches is unavailable or very limited and may not meet port count/scalability specifications. Is this acceptable?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
345	Lot 6 Line 44	Appendix C Cost Submittal	“Ability to support 146GB... drives”. Is support for 146GB drives a requirement? Newer storage subsystems support a 300GB minimum size for 15K and 10K SAS drives.	146GB is the minimum. Offerors may quote any drive that exceeds these specifications.
346	Lot 6 Lines 47, 48	Appendix C Cost Submittal	How will “Scalability” and “Reliability” be measured?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
347	Lot 6 Line 115	Appendix C Cost Submittal	“SCSI” is assume to mean “iSCSI”. Is this a correct assumption?	Yes, that is correct.

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#	RFP Page Number	RFP Section Reference	Question	Answer
348	Lot 6 General	Appendix C Cost Submittal	There are a number of specs/minimum requirements that call out 4GB (vs Gb, we assume gigabit?). Is support for 4Gb HW required? Newer storage subsystems support 8Gb HW and up. However, 8Gb HW can support 4Gb speeds. This is specifically critical in responding to line 112, as it requests for “4GB” Storage Controller FC interface upgrade costs. Our vendor partners no longer support 4Gb HW.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
349	Lot 6 General	Appendix C Cost Submittal	What is self-cleansing technology? Can you provide an example?	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
350	Lot 6 General	Appendix C Cost Submittal	Do we include racks in our bid response or are you providing standard racks?	Offerors may propose racks as an option.
351	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth is asking for MFD pricing separately but it has placed an MFD in the Market basket. Would the Commonwealth consider removing that item (J7X28A#BGJ) from the Market Basket?	Yes, the Commonwealth will replace and remove this item from the Market Basket.

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#	RFP Page Number	RFP Section Reference	Question	Answer
352	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth has publicly stated that it wants to do away with Desktop/single function printing. Would the Commonwealth consider removing from the Market Basket the single function printers part #s CN550A#B1H and E6B69A#BGJ?	Yes, the Commonwealth will replace and remove these items from the Market Basket.
353	Lot 3 Market Basket	Appendix C Cost Submittal	Schneider and APC are the same company. Will the Commonwealth make any adjustments here?	Yes, the Commonwealth will make the consolidation of both listed companies under APC.
354	33-36	Part IV	Will the Commonwealth re-consider allowing "Offerors" to submit a bid for more than one manufacturer where stated only one is permissible?	No.
355	Defective Hardware Replacement SLA ID 06.1	Appendix K. SLAs	Will the Commonwealth detail the time frame in which a product is considered defective?	Please refer to Section 12, <i>Acceptance</i> , of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.
356	All	Appendix K. SLAs	Can any or all of the SLAs be waived if so noted on the PO?	Yes, if noted in the purchase order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
357	34	Section C	Will the Commonwealth explain the role of the back-up awardee?	The role of the back-up awardee is to ensure full coverage of IT peripheral devices in a case where the best value provider does not have access to a product requested by the commonwealth.
358	8 Section 19	Appendix A	Presently invoices are submitted to one address. Is the statement below the intention moving forward? Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.	Invoices will still be submitted to one address but separate billing accounts must be established by the contractor so invoicing is submitted to the correct agency.
359	3	Section 6	P-Cards taken via the telephone exposes the Commonwealth to a high risk of fraudulent orders. Will the Commonwealth entertain a more secure way to process P-Cards?	The prefer method of acceptance is over the phone. The commonwealth will review additional options of P-Card acceptance with the awarded Offeror(s)

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#	RFP Page Number	RFP Section Reference	Question	Answer
360	Lot 2 - Rugged Devices	Appendix C Cost Submittal	In regard to the Hard Drive requirements for the rugged laptops, is the Commonwealth of PA looking for an HDD or SSD option? Is there a preference? Would either option be considered?	The Commonwealth prefers a Solid-State Drive; however, a hard disk drive is acceptable.
361	Services	Appendix C Cost Submittal	Custom integration (<i>imaging/asset tagging/BIOS</i>) adds time to the manufacturing process. How many additional days are acceptable for customized orders?	Additional time will be addressed between the Contractor and the agency if a change occurs after the start of integration.
362	SLA ID - AM-04.1	Appendix K. SLAs	Referencing the 10 Day SLA for product order to ship...is there a possibility this 10 day can/ will apply to only the base unit configuration without customization of upgrade options?	Applies to all units.
363	Lot 1, Desktops	Appendix C Cost Submittal	Since all microprocessors are not created equal, we believe using a generic parameter like clock speed could lead to disappointing performance, and therefore may not be in the best interest of the State. Would the Commonwealth consider adding Intel processors as a requirement, and that the Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered?	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.
364	Lot 1, Desktops	Appendix C Cost Submittal	The Commonwealth is requesting 1 DVI port on the desktop. Would you accept a DisplayPort an acceptable option?	Yes, a DisplayPort would be an acceptable option. If a replacement, then an adaptor to DVI must be included.

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#	RFP Page Number	RFP Section Reference	Question	Answer
365	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth has standardized on Windows 10. Is the Win7 downgrade still required?	At this time, Windows 10 Pro will be accepted with the Windows 7 downgrade. The agencies then have the ability to reimagine with Windows 10 Enterprise and will provide the licensing information at the time of the purchase.
366	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with A/C wireless standard. Is this acceptable?	Yes, A/C wireless is acceptable.
367	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with Bluetooth v4.x. Is this acceptable?	Yes, so long as it meets or exceeds minimum requirements set forth in the specifications.
368	Lot 1, Laptops	Appendix C Cost Submittal	An optical USB mouse with scroll is listed as standard. Please confirm this is correct and required to ship with each laptop ordered.	Yes, it is correct and is required to ship with each laptop ordered unless otherwise identified in the SOW or Purchase Order.
369	Lot 2, Non-Traditional Desktops	Appendix C Cost Submittal	Are these meant to be Workstations?	The definition of Non-Traditional Desktop includes zero client and thin client.
370	Lot 5 & 6 Servers and Storage	Appendix C Cost Submittal	Under the Universal Options section can you please clarify the "Preparation for Shipment"	Please refer to the answer to Question #260 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
371	Lots 1, 2, and 4	Appendix C Cost Submittal	<p>In Appendix C, the term of the lease requested for Lots 1,2, and 4 is four years. However, more detail is needed to ensure all parties are quoting the same. There are three aspects that need clarification: lease type, payment frequency, and payment timing. Please advise on the following:</p> <p>1) Lease Type: Is this a Fair Market Value lease? 2) Payment Frequency: Are payments to be monthly, quarterly, or annually? 3) Payment Timing: In arrears or in advance?</p>	<p>1) Lease Type: Fair Market Value. 2) Payment Frequency: Annual. 3) Payment Timing: In advance following initial invoice.</p>
372	38	IV-3.B.5	<p>The Services section of the RFP reads that “The Contractor must honor all quotes for at least ninety (90) days.” Is this 90-day validity period also to be considered the validity period of lease rate quotes in Appendix C? Since leasing rates by nature are not able to be held for extended periods of time, we need to understand the validity period expected.</p>	No, it is not.

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#	RFP Page Number	RFP Section Reference	Question	Answer
373	36	IV-3. A (5) (i)	<p><u>Lot #5 Requirement:</u> "Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Magic Quadrant for Modular Servers - May 2015 will be considered for this lot: (a) Dell, (b) HP, and (c) Lenovo."</p> <p>If the Commonwealth wishes to limit offerors to provide Gartner "Magic Quadrant" leading solutions, please update the RFP to refer to the most current May, 2016 Gartner Magic Quadrant report found at: https://www.gartner.com/doc/reprints?id=1-2EEWKHH&ct=150504.</p> <p>[The current RFP qualification is based on an out-of-date market analysis which has been superseded by Gartner's most current "Magic Quadrant for Modular Servers" dated May 2016. The use of an out-of-date industry analysis artificially creates an exclusionary specification and an unlevel playing field among otherwise qualified offerors.]</p>	<p>This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.</p>

Questions & Answers
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#	RFP Page Number	RFP Section Reference	Question	Answer
374	34	IV-2 (E) (1) & Appendix H Technical Submittal Response Template and Appendix C Cost Worksheet	<p><u>Lot #5 Requirement:</u> "(1) The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the "Best Value OEM" for Lot 5."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5.</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.</p> <p>b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.</p>	<p>a. Appendix H: The Commonwealth evaluate the products from a technical perspective.</p> <p>b. Appendix C: You are correct, costs will be evaluated based on the standard specifications provided.</p> <p>c. Technical standards are based on the specifications listed in Appendix C.</p>

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375	36	IV-3. A (3) and Cost Submittal	<p>Lot #3 Requirement: "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p> <p><u>How were the named vendors determined that appear on Appendix C?</u></p> <p>a. The title, “Top Manufacturers” does not appear to relate to technical industry solution rankings in each category, but rather solely to existing Commonwealth suppliers/historical spend.</p> <p>b. This constitutes an exclusionary spec which effectively limits competition to existing Commonwealth suppliers who appear as the a single manufacturer brand per solution category in Appendix C, e.g.,</p> <p>i. in the category of “Communications/Conferencing”, Appendix C essentially names only Microsoft/Polycom as named communications suppliers.</p> <p>ii. Other industry leading OEM brands currently in the embedded base are completely missing from Appendix C, e.g., the global market leader for video endpoints have been excluded from the named brand list.</p>	<p>a. Correct.</p> <p>b. The devices identified are strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.</p> <p>c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.</p>
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#	RFP Page Number	RFP Section Reference	Question	Answer
			c. How was the historical spend calculated for each named brand? i. E.g., what was the method for determining historical average? ii. Other OEM manufacturers representing higher Commonwealth spend than those listed in Appendix C have been excluded.	

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376	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3—Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p> <p><u>This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.</u></p> <p>a. While non-named manufacturers can be included under the umbrella post award via the "maximum" mark-up, please explain how a fair best value comparison can be conducted across the "non-named brands" since there is no comparable data provided for analysis, and the data provided is not standardized across providers?</p> <p>b. The bid encompasses a broad scope of technology solutions each of which should be evaluated by technology-specific performance/cost criteria. Some of these lend themselves to a purely cost based analysis, e.g., power supplies, printers, cameras, scanners. However, other more complex technologies, e.g., Communications, Video Conferencing, require "best value" evaluation of technical specifications to ensure equal comparison before determining resulting costs. This RFP contains no technology specifications for evaluation of the proposed</p>	<p>a. Using historical spend, the Commonwealth wanted to capture the manufacturers that represented the majority of that spend, with a designated maximum markup for any other manufacturer that is not mentioned.</p> <p>b. Please provide additional proposed technologies in Appendix H: Technical Submittal.</p> <p>c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.</p>
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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>technologies, particularly in the categories of "video conferencing" and "communications".</p> <p>c. Would the Commonwealth consider separating these into different lots or solicitations?</p>	
377	33	IV-2, C (2) (ii)	<p>Lot #3 Requirement: Please define what "Communications" means and includes in the context of Lot #3 - IT Peripherals in this RFP, e.g., does "communications" include wireless access points? IP Phones? Video Conferencing endpoints?</p>	<p>A communication device is a hardware device capable of transmitting an analog or digital signal over the telephone, other communication wire, or wirelessly. Yes. Yes.</p>

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378	33	<p>IV-2 . C [1] and Appendix H Technical Submittal Response Template</p>	<p>Lot #3 Requirement: "(1) The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option. Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.</p> <p>b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term.</p> <p>d. Pricing does not consider or include support/subscription maintenance (the all in cost of ownership) of the brand/technology solutions bid in any lot.</p>	<p>Based on the cumulative Technical, Cost, and SDB / SB scores, the Commonwealth will ultimately make a decision on deeming an Offeror "Primary" and an Offeror "Secondary" to fulfill their required needs</p>
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#	RFP Page Number	RFP Section Reference	Question	Answer
379	Row 21 Volume Capability Speed	Appendix C Cost Submittal	Can the Commonwealth define functional concurrency and the features that it relates to?	Functional concurrency refers to the device being able to print, process print jobs, scan to email and faxing simultaneously.
380	Row 61 Digital Output	Appendix C Cost Submittal	Can the Commonwealth clarify how and why TIFF 6.0 is being used vs other TIFF formats? Would the Commonwealth remove the requirement for devices to support TIFF 6.0 ?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
381	Lot 6	Appendix C Cost Submittal	What is the Commonwealth's desired approach specific to object and file storage?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.

Date: January 23, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 8

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

1. PA IT Hardware RFP rev. (1.23.17) – Updated Section I-29 COSTARS PROGRAM
2. Appendix F, COSTARS Program Election Form rev. (1.23.17)

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

APPENDIX F

COSTARS PROGRAM ELECTION TO PARTICIPATE

If awarded a Contract, our firm agrees to sell the awarded items/services at the same prices and/or discounts, and in accordance with the contractual terms and conditions, to registered COSTARS Members who elect to participate in the contract. Our firm also agrees to pay the applicable Administrative Fee (\$1500, or \$500 for a Department of General Services Self-Certified Small Business, or \$166 for a Department of General Services-verified Small Diverse Business) at the beginning of each contract year and upon each contract renewal date.

If you are a Department of General Services Self-Certified Small Business or Department of General Services-verified Small Diverse Business, you must submit a copy of your active Small Business Contracting Program certificate with your bid response.

Corporate or Legal Entity Name

Signature/Date

Printed Name/Title

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE:

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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APPENDIX T, OCI SUPPLIER PUNCH OUT OVERVIEW

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Friday, January 20, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Friday, February 10, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals.

- A. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:
- (1) **One (1) paper copy** of the Offeror's **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
 - (2) **Eight (8) paper copies** of the Offeror's **Technical Submittal Response Template (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
 - (3) **One (1) electronic copy** of the Offeror's **Cost Submittal Response Teamplate (Appendix C)** (Cost Submittal envelope. Provide on either a flash drive or CD-ROM. Do not submit a paper copy.)
 - Complete the response sections for each Lot on which the Offeror is proposing
 - (4) **Two (2) paper copies** of each **Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q)** and **associated Letters of Intent (Appendix G)**. (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q)** and **Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
 - (5) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy** for each Lot on which Offeror is proposing) (Technical Submittal envelope);
 - (6) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to **Part I, Section I-13, Small Diverse Business/Small Business Information** for more information (SDB/SB Submittal envelope);

- (7) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope); and
- (8) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities forms (Appendix I)**, if applicable (Technical Submittal envelope).
- (9) **One (1) paper copy** of the Offeror's **Manufacturer Authorization Letter(s)**, if applicable, for each OEM the Offeror is proposing, unless the Offeror is the OEM (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

- B. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.
- C. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.
- D. Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal

prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business/Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from:

<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. **Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers." To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
- (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:
- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.

- (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
- (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.
- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then

it shall submit along with its proposal a written explanation of why it cannot make such certification.

- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*, 71 P. S. §§ 776.1—776.9)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

B. Place for Filing. A protest must be filed with the Agency Head Designee by either email or hardcopy.

- (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
- (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh
Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror which is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror which submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.
- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.
- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any

additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and
- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902 ("Section 1902"), authorizes local public procurement units and state-affiliated entities (together, "COSTARS Members") to participate in Commonwealth procurement contracts that the Department of General Services ("DGS") may choose to make available to COSTARS Members.

DGS has identified this Contract as one which will be made available for COSTARS Members' participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

(1) **A "local public procurement unit" is:**

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;
- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the *Commonwealth Procurement Code*. However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible

for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

(3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Old Administrative Fee	New Administrative Fee
DGS Self-Certified Small Business	\$500	\$500
DGS Verified Small Diverse Business	\$500	\$166
All Other Offerors	\$1,500	\$1,500

(1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of

General Services-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the proposal submittal.

- (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.

F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.

- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.

- (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:

- (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.

- (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.

- (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor as a COSTARS vendor, and only so long as the required Contract fee is kept current.

- (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for

any purpose whatsoever from the date of Contract termination forward.

- (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
- (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous> Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:
<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>.

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.

- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the *Commonwealth Procurement Code*, 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- A. **Definitions.** The following words and phrases have the meanings set forth in this provision:

- (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
- (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
- (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

I-31. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”

- A. **General.** A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.

B. Additional Terms.

- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
- (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
- (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
- (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.

C. Prices.

- (1) **Price adjustment.** For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30.**
- (2) The Contractor's pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor's pricing may be adjusted up or down based on market conditions only with the mutual agreement of both the Contractor and any external procurement activity.

- D. Usage Reports on External Procurement Activities.** The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer

for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- E. **Electronic Copy of Participating Addendum.** The Contractor, upon request of the Contracting Officer, shall submit **one** (1) electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business/Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Response Template, Appendix C, Cost Submittal Response Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing **Appendix H, Technical Submittal Response Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within **Part IV, Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing **one (1)** submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Response Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on the **Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal**.
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form. At minimum, the Letter of Intent must include the following:
 - (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or

Small Business (Offerors may use the historical data to establish an estimated dollar value); and

- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide; and
 - (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and
 - (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
 - (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Cost Submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template** only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfllin.pdf>.

II-7. Manufacturer Authorization Letter. If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100039046 for Information Technology Hardware. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Problem, Offeror's Public Sector Experience and References, Reporting Ability, Personnel Qualifications, Cost Savings Plan, Emergent Technology Plans, and Service Integration and Asset Management Capabilities, Products and Services Proposed, and Implementation Plan.** Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available.

The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. Small Diverse Business Participation:

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than one percent (1%) of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. Two thirds (2/3) of the total points are allocated to Small Diverse Business participation (SDB %).
4. One third (1/3) of the total points is allocated to Small Business participation (SB %).
5. Based on a maximum total of 200 available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

Small Diverse Business and Small Business Raw Score =

$$200 (\text{SDB}\% + (1/3 * \text{SB } \%))$$

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**. The certification will be included as a contractual obligation when the contract is executed.

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the **available technical points; and**
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M)**
– The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single Original Equipment Manufacturer (OEM) for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500K), Rugged Devices (\$1M) and Non-Traditional Desktops (\$150K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

- (4) All hard drives that exist are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- C. **Lot 3—General IT Peripherals** (\$16M historical annual spend)—IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.
- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
- (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.
- D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
- E. **Lot 5—Server Hardware** (\$13M in historical annual spend)—Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic – Two (2)-Day** On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical** – Mission-critical response with **four (4)-hour** on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend)—IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:

- (i) **Basic – Two (2)-Day On-site parts and/or labor dispatch**—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
- (ii) **Enhanced** – Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical** – Mission-critical response with **four (4)-hour** on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Response Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only original equipment manufacturers (OEMs) or certified resellers of brands listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks - November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include e a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only OEM or certified resellers of OEM will be considered for this lot.
- (ii) Offeror must provide devices with self-cleansing technology in order to meet the Commonwealth’s data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy* http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders’ and Challengers’ quadrants of Gartner’s Magic Quadrant for Modular Servers - May 2016 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Cisco.

- (d) Lenovo.
 - (e) Huawei.
- (ii) Offerors must be able to provide the OEM's full server product line.
 - (iii) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
 - (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
 - (v) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
 - (vi) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Response Template**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (October 2016) will be considered for this lot:
 - (a) Dell EMC.
 - (b) Dell Technologies.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
 - (h) Huawei.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide devices with self-cleansing technology in order to meet the Commonwealth's data security needs.
 - (a) Please refer to ITP SEC-015, *Data Cleansing Policy*: http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for

up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the devices procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Template**.

B. Required Contract Services. These services are required by the awarded contractors at no additional cost to the Commonwealth.

- (1) The Contractor must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
- (2) **Supply Chain Management/Managed Logistics.** The Contractor must provide staging and storage at no additional cost (unless otherwise defined in **Appendix M, Statement of Work Template**), respond quickly to changing needs and provide an effective order expediting process, if necessary.
- (3) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (4) The Contractor must honor all quotes for at least **ninety (90) days**.
- (5) **Key Personnel:**
 - (i) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

- (ii) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.
 - (iii) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.
 - (iv) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
 - (a) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - 1) on a temporary basis within **one (1) week** of the availability change; and
 - 2) on a permanent basis no longer than **thirty (30) calendar days** from the availability change.
 - (b) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with **thirty (30) calendar days'** written notice. In the event that a staff person is removed from the contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.
- (6) **Secure E-procurement Portal (Lot applicable):**
- (i) Within **ninety (90) days** after the contract effective date, Contractors must establish a secure E-procurement Portal

personalized for the Commonwealth of Pennsylvania which lists the products and services with related pricing approved by the OA/OIT Bureau of IT Procurement. Only brands and/or products approved by OA/OIT Bureau of IT Procurement will be permitted. Contractors must remove any brand and/or product from the portal at the direction of the OA/OIT Bureau of IT Procurement for any reason. Repeated failure to remove brands and/or products when directed may result in cancellation of the contract. Please refer to **Appendix T. OCI Supplier Punch Out Overview** for more information.

- (ii) The secure e-procurement site must have the capability to generate daily reports that reflect all the items ordered by Agency/Bureau for any given time frame throughout the term of the contract. The secure e-procurement site must also allow for adhoc reporting requirements.
- (iii) The secure e-procurement site must allow searches by, but not limited to, Manufacturer, Product Name, Part Number or SKU, Purchase Order Number, and type of equipment (e.g. memory, MFD).
- (iv) The secure e-procurement site must allow agency users the ability to print a quote directly from the shopping cart to attach to the agency PO.

C. **Optional Services.**

- (1) Contractors should provide a quote for warranties and Services, when requested by the Commonwealth, at any time during the term of the contract. Standalone orders for warranties and maintenance made during the term of the contract may extend up to **four (4) years** past the expiration date of the contract.
- (2) The Commonwealth will develop a statement of work (“SOW”) for each Services order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth’s discretion. Separate pricing must be provided for on-premise and off-premise disk wipe.

Optional Services in scope are as follows:

- (i) **Installation.** The Contractor must, at a minimum:
 - (a) Assign a project manager to every installation.
 - (b) Work with agency to develop a schedule to deliver equipment at the employees’ desks.
 - (c) Provide status reports of installations completed, installations outstanding, and issues.
 - (d) Unpack equipment.

- (e) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external devices to computer.
 - (f) Power on the System.
 - (g) If pre-imaged system, verify that the system comes up to the login screen and run agency-provided restore script(s) after login.
 - (h) If non-imaged system, verify that OS boots.
 - (i) If requested by the Commonwealth, remove all packing materials and boxes from the site within one week after the installation has been completed.
- (ii) **Asset Tagging (Onsite & Offsite).** The Contractor must, at a minimum:
- (a) The Contractor must affix an Identification Tag Number and Commonwealth Agency inventory asset tag to all new devices procured.
 - (b) The Identification Tag Number must be readable from WMI (Windows Management Instrumentation), if applicable.
 - (c) Each Identification Tag must be located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls.
 - (d) Identification numbers, serial numbers, Commonwealth Agency inventory asset tag numbers, and associated equipment identification information must be provided to the Commonwealth Agency in an electronic format, which can be incorporated into existing Equipment Databases. The Commonwealth Agency will provide database formats to be used by the Contractor.
 - (e) The Contractor must provide the Identification numbers, serial numbers, Commonwealth Agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth.
 - (f) It will be determined at the time of purchase if the service will be performed onsite or offsite.
- (iii) **Image Deployment (Onsite & Offsite).** The Contractor must, at a minimum:
- (a) The Contractor and the Agency will determine the format of the image delivered.
 - (b) The Contractor must deploy the image specified by the purchasing agency on each computing device.
 - (c) If an Agency requires images, the Contractor must accept and store the images provided.
 - (d) The Contractor must certify the images for use with the proposed hardware and provide test unit to Agency for final verification.

- (e) The Contractor will perform this service off-site unless otherwise identified in the SOW.
- (f) It will be determined at the time of purchase if the service will be performed onsite or offsite.
- (iv) **Bundle—Install, Image Deployment, Tag.**
 - (a) The Contractor may perform all duties listed **Part IV, Section IV-3, B-3 – i, ii, & iii** listed above in a bundled package.
- (v) **Data Transfer.** The Contractor must, at a minimum:
 - (a) The Contractor may transfer data using the CWOPA network, a crossover cable, or an external hard drive that is property of the Commonwealth.
 - (b) The Contractor must also copy all local Outlook folders.
 - (c) The Contractor must copy this data onto the new system which has already been imaged.
 - (d) The Contractor must copy all local outlook folders.
 - (e) The Contractor must disconnect all systems.
 - (f) The Contractor must not retain any data associated with the data transfer.
- (vi) **Preparation for Shipment.** The Contractor must, at a minimum:
 - (a) The Contractor must fully prepare and pack the device ready for delivery and shipment.
- (vii) **Hard Drive Removal.** The Contractor must, at a minimum:
 - (a) The Contractor must arrive at the Commonwealth designated location at the time scheduled with the agency to uninstall and fully remove the hard drive in question.
 - (b) The Commonwealth may choose to keep the removed hard drive and provide delivery location of removed hard drive.
 - (c) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015.
 - (d) Contractors must allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Agency with no additional cost to the Commonwealth:
 - (e) The Commonwealth may keep the defective or leased hard drive.
 - (f) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015.
- (viii) **On-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) The Contractor must uninstall, pack, and pick up the equipment from the agency at the time scheduled with the agency.
 - (b) The Contractor must arrive at the Commonwealth-designated location at the time scheduled with the agency.

- (c) The Contractor must cleanse the device in the equipment as detailed in Commonwealth ITB SEC015 at its current location and provide proof of the disk wipe to the agency.
- (ix) **Off-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) The Contractor must uninstall, pack, and pick up the equipment from the agency at the time scheduled with the agency.
 - (b) The Contractor must cleanse the device as detailed in Commonwealth ITB SEC015 at its current location and provide proof of the disk wipe to the agency.
 - (c) The Contractor must return the equipment at the time and location specified by the agency.
- (x) **Relocation within 25 Miles.** The Contractor must, at a minimum:
 - (a) The Contractor must provide relocation of devices within the same building or within a 25 mile radius.
 - (b) The Contractor must unpack and reinstall the devices at the new designated desk. Damages resulting from the transfer of a machine during relocation are not the responsibility of the Commonwealth.
- (xi) **Relocation Outside 25 Miles.** The Contractor must, at a minimum:
 - (a) The Contractor must provide relocation of devices beyond a 25 mile radius.
 - (b) The Contractor must unpack and reinstall the devices at the new designated desk. Damages resulting from the transfer of a machine during relocation are not the responsibility of the Commonwealth.
- (xii) **Device Return to DGS Surplus Warehouse.** The Contractor must, at a minimum:
 - (a) The Contractor must deliver the packed devices to the DGS warehouse located at:
DGS Surplus Warehouse
2221 Forster St.
Harrisburg, PA 17125

D. Order Fulfillment.

- (1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to SRM purchase orders, the Commonwealth's standard order type.
- (2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.
- (3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance* of **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.**

E. Quote Requirements.

- (1) All quotes must comply with the following and be pre-approved by the Commonwealth at the outset of the contract.
 - (i) At a minimum, all quotes shall include: contract number, manufacturer contract number (if applicable), service period (if applicable), manufacturer product ID, manufacturer product title, line item descriptions, list price so the Commonwealth can verify discounts on quotes, expected delivery date and related purchase order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
 - (ii) No additional terms and conditions may be attached to a quote.

F. Volume Orders:

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

G. Service Level Agreements. The Contractor must meet the SLAs as described in **Appendix K, Service Level Agreements.**

H. Standard Configuration Reviews.

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response Template**, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

I. Quarterly Business Reviews. The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the contractor will be kept confidential by the Commonwealth. The objective of the above meeting is to reach a mutual agreement on product replacement during the life of the contract. Additionally, any pending changes that

will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

- J. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template**.
- K. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:
- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the purchasing agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased including the manufacturer, product description/base configuration details, manufacturer part number and any additional upgrades purchased, and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided as well as the base configuration cost as well as the cost and quantity of any upgrades purchased. Please include the appropriate item cost or list price and associated markup or discount.
 - (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information, Equipment Information, Maintenance/Services Information and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities, achievements, challenges, and Contractor's recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K**,

Service Level Agreements. The format of the report must be approved by the Commonwealth before ordering can commence.

- L. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:

1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror's receipt of payment from the Commonwealth for such work.
 4. Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor

Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

Date: January 26, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 9

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

- PA IT Hardware RFP rev. (1.26.17). Revised Section I-12. A and added Section II.8. Iran Free Procurement Certification and Disclosure. Revised Section IV-3. C. (v, vi, vii, ix, x, xi)
- Appendix C, Cost Submittal Response Template rev. (1.26.17) - Removed the TAA (Trade Agreements Act) Compliant Component.
- Appendix U, Iran Free Procurement Certification Form has been added.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops		\$ -
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ -
3 - General IT Peripherals		\$ -
4 - Apple Devices		\$ -
5 - Server Hardware		\$ -
6 - Storage Hardware		\$ -

Continuum of Services
 IT Services - RFP
 Pricing Proposal Response Template
Lot 2 - Tablets, Rugged Devices, Non-Traditional Desktops, and Associated Services, Options, and Upgrades

Item	Quantity	Unit Price	Proposed Cost	Actual Cost	Total Cost
Tablet - iPad					
Tablet - Samsung					
Tablet - Other					
Tablet Subtotal					

Additional Notes: The Continuum of Services fee includes the initial setup, training, and the hardware and configuration fees. The proposal should include the specifications for the tablets to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided.

Lot 2 - Tablets

Additional Notes: The Continuum of Services fee includes the initial setup, training, and the hardware and configuration fees. The proposal should include the specifications for the tablets to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided.

Item	Quantity	Unit Price	Proposed Cost	Actual Cost	Total Cost
Tablet - iPad					
Tablet - Samsung					
Tablet - Other					
Tablet Subtotal					

Lot 2 - Rugged Devices

Additional Notes: The Continuum of Services fee includes the initial setup, training, and the hardware and configuration fees. The proposal should include the specifications for the rugged devices to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided.

Item	Quantity	Unit Price	Proposed Cost	Actual Cost	Total Cost
Rugged Device - PDA					
Rugged Device - Other					
Rugged Device Subtotal					

Item	Quantity	Unit Price	Proposed Cost	Actual Cost	Total Cost
Rugged Device - PDA					
Rugged Device - Other					
Rugged Device Subtotal					

Lot 2 - Non-Traditional Desktops

Additional Notes: The Continuum of Services fee includes the initial setup, training, and the hardware and configuration fees. The proposal should include the specifications for the non-traditional desktops to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided.

Item	Quantity	Unit Price	Proposed Cost	Actual Cost	Total Cost
Non-Traditional Desktop - Thin Client					
Non-Traditional Desktop - Other					
Non-Traditional Desktop Subtotal					

Lot 2 - Services - Options - Upgrades

Additional Notes: The Continuum of Services fee includes the initial setup, training, and the hardware and configuration fees. The proposal should include the specifications for the services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided.

Item	Quantity	Unit Price	Proposed Cost	Actual Cost	Total Cost
Service - Training					
Service - Support					
Service - Maintenance					
Option - Storage					
Option - Security					
Option - Backup					
Option - Other					
Services - Options - Upgrades Subtotal					

Lot 2 - Accessibility Needs

Additional Notes: The Continuum of Services fee includes the initial setup, training, and the hardware and configuration fees. The proposal should include the specifications for the accessibility needs to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided. The proposal should also include the specifications for the associated services, options, and upgrades to be provided.

Item	Quantity	Unit Price	Proposed Cost	Actual Cost	Total Cost
Accessibility - Braille					
Accessibility - Screen Reader					
Accessibility - Other					
Accessibility Subtotal					

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE:

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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APPENDIX U, IRAN FREE PROCUREMENT CERTIFICATION FORM

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Friday, January 20, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Friday, February 10, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals.

- A. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:
- (1) **One (1) paper copy** of the Offeror's **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
 - (2) **Eight (8) paper copies** of the Offeror's **Technical Submittal Response Template (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
 - (3) **One (1) electronic copy** of the Offeror's **Cost Submittal Response Template (Appendix C)** (Cost Submittal envelope. Provide on either a flash drive or CD-ROM. Do not submit a paper copy.)
 - Complete the response sections for each Lot on which the Offeror is proposing
 - (4) **Two (2) paper copies** of each **Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q)** and **associated Letters of Intent (Appendix G)**. (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q)** and **Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
 - (5) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy** for each Lot on which Offeror is proposing) (Technical Submittal envelope);
 - (6) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to **Part I, Section I-13, Small Diverse Business/Small Business Information** for more information (SDB/SB Submittal envelope);

- (7) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope);
- (8) **One (1) paper copy** of the Offeror's **Iran Free Procurement Certification Form (Appendix U)** (Technical Submittal envelope);
- (9) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities** forms (**Appendix I**), if applicable (Technical Submittal envelope); and
- (10) **One (1) paper copy** of the Offeror's **Manufacturer Authorization Letter(s)**, if applicable, for each Original Equipment Manufacturer (OEM) the Offeror is proposing, unless the Offeror is the OEM (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

- B. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.
- C. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.
- D. Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal

receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business/Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must

additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania *Right-to-Know-Law*, 65 P.S. § 67.101, *et seq.* If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
 - (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
- (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
- (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The

selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*, 71 P. S. §§ 776.1—776.9)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest

may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

B. Place for Filing. A protest must be filed with the Agency Head Designee by either email or hardcopy.

- (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
- (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh
Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror that is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror that submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law (Section 1711.1 of the [Commonwealth Procurement Code](#), 62 Pa. C. S. § 1711.1) to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.

- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.

- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and
- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

(1) **A “local public procurement unit” is:**

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;
- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any

State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the [Commonwealth Procurement Code](#). However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

(3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Old Administrative Fee	New Administrative Fee
DGS Self-Certified Small Business	\$500	\$500
DGS Verified Small Diverse Business	\$500	\$166
All Other Offerors	\$1,500	\$1,500

- (1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the proposal submittal.
 - (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor

as a COSTARS vendor, and only so long as the required Contract fee is kept current.

- (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
- (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
- (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous> Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>.

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- A. **Definitions.** The following words and phrases have the meanings set forth in this provision:
 - (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
 - (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
 - (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

- B. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”
- C. General. A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- D. Additional Terms.
- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
 - (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
 - (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
 - (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.
- E. Prices.
- (1) *Price adjustment*. For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30**.
 - (2) The Contractor’s pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor’s pricing may be adjusted up or down based on market conditions only with the

mutual agreement of both the Contractor and any external procurement activity.

- F. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- G. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one (1)** electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business/Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Response Template, Appendix C, Cost Submittal Response Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing **Appendix H, Technical Submittal Response Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within **Part IV, Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing **one (1)** submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Response Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on **Appendix Q, Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal** (attached as **Appendix Q**).
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form (attached as **Appendix Q**). At minimum, the Letter of Intent must include the following:

- (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business (Offerors may use the historical data to establish an estimated dollar value);
 - (2) A description of the services or supplies the Small Diverse Business or Small Business will provide;
 - (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies;
 - (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
 - (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the Contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Cost Submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template** only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>.

II-7. Manufacturer Authorization Letter. If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100039046 for Information Technology Hardware. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.

II-8. Iran Free Procurement Certification and Disclosure. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix U** of this RFP. Offerors, pursuant to **Part III, Section III-4.E**) must submit in hardcopy the signed **Iran Free Procurement Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Problem, Offeror's Public Sector Experience and References, Reporting Ability, Personnel Qualifications, Cost Savings Plan, Emergent Technology Plans, and Service Integration and Asset Management Capabilities, Products and Services Proposed, and Implementation Plan.** Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx
- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available.

The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. Small Diverse Business Participation:

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than **one percent (1%)** of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. **Two-thirds (2/3)** of the total points are allocated to Small Diverse Business participation (SDB%).
4. **One third (1/3)** of the total points is allocated to Small Business participation (SB%).
5. Based on a maximum total of **200** available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

Small Diverse Business and Small Business Raw Score =

$$200 (SDB\% + (1/3 * SB \%))$$

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.
7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.

- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**. The certification will be included as a contractual obligation when the Contract is executed.

- E. **Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: **a) certify it is not on the current list of persons engaged in investment activities in Iran** created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the [Commonwealth Procurement Code](#) and is eligible to contract with the Commonwealth under Sections 3501—3506 of the [Commonwealth Procurement Code](#); or **b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).** All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix U, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#>

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the Contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the Contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [Contractor Responsibility Program](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M).** The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single OEM for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500 K), Rugged Devices (\$1 M) and Non-Traditional Desktops (\$150 K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.

C. **Lot 3—General IT Peripherals** (\$16M historical annual spend). IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.

- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the Contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
 - (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking.
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.

D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:

- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

E. **Lot 5—Server Hardware** (\$13M in historical annual spend). Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) **Each Offeror shall propose a single OEM for this Lot.**

- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend). IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) **Each Offeror shall propose a single OEM for this Lot.**
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” **A waiver** from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.

- (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Response Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMS listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks—November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **Appendix L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the OEMs listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only the OEM or certified resellers of the OEM will be considered for this lot.
- (ii) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders’ and Challengers’ quadrants of Gartner’s Magic Quadrant for Modular Servers—May 2016 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Cisco.
 - (d) Lenovo.
 - (e) Huawei.
- (ii) Offerors must be able to provide the OEM’s full server product line.

- (iii) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
- (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the Contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
- (v) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vi) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Offerors shall describe their ability to accommodate this model in **Appendix H, Technical Submittal Response Template**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (October 2016) will be considered for this lot:
 - (a) Dell EMC.
 - (b) Dell Technologies.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
 - (h) Huawei.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Template**.

B. Required Contract Services. These services are required by the awarded contractors at no additional cost to the Commonwealth.

- (1) The Contractor must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
- (2) **Supply Chain Management/Managed Logistics.** The Contractor must provide staging and storage at no additional cost (unless otherwise defined in **Appendix M, Statement of Work Template**), respond quickly to changing needs and provide an effective order expediting process, if necessary.
- (3) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (4) The Contractor must honor all quotes for at least **ninety (90) days**.
- (5) **Key Personnel:**
 - (i) **General:** Information relating to key personnel is as follows:
 - (a) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

- (b) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.
 - (c) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate Commonwealth agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all Commonwealth agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.
- (ii) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (a) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - 1) on a temporary basis, within **one (1) week** of the availability change; and
 - 2) on a permanent basis, no longer than **thirty (30) calendar days** from the availability change.
 - (b) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with **thirty (30) calendar days'** written notice. If a staff person is removed from the Contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

(6) **Secure E-procurement Portal (Lot applicable):**

- (i) Within **ninety (90) days** after the contract effective date, Contractors must establish a secure e-procurement portal personalized for the Commonwealth which lists the products and services with related pricing approved by the OA/OIT Bureau of IT Procurement. Only brands and/or products approved by OA/OIT Bureau of IT Procurement will be permitted. Contractors must remove any brand and/or product from the portal at the direction of the OA/OIT Bureau of IT Procurement for any reason. Repeated failure to remove brands and/or products when directed may result in cancellation of the contract. Please refer to **Appendix T, OCI Supplier Punch Out Overview**, more information.
- (ii) The secure e-procurement portal must have the capability to generate daily reports that reflect all the items ordered by Commonwealth agency/bureau for any given time frame throughout the term of the Contract. The secure e-procurement site must also allow for ad hoc reporting requirements.
- (iii) The secure e-procurement site must allow searches by, but not limited to: Manufacturer; Product Name; Part Number or SKU; Purchase Order Number; and type of equipment (e.g. memory, MFD).
- (iv) The secure e-procurement portal must allow Commonwealth users to print a quote directly from the shopping cart to attach to the Commonwealth agency's purchase order.

C. Optional Services.

- (1) Contractors should provide a quote for warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to **four (4) years** past the expiration date of the Contract.
- (2) The Commonwealth agency will develop a statement of work ("SOW") for each Service order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth's discretion. Offeror's must provide separate pricing for on-premise and off-premise disk wipe.

Optional Services in scope are as follows:

- (i) **Installation.**
 - (a) The Contractor must, at a minimum:
 - 1) Assign a project manager to every installation;

- 2) Provide status reports of installations completed, installations outstanding, and issues;
 - 3) Unpack equipment;
 - 4) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external equipment to computer;
 - 5) Power on the device or system;
 - 6) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
 - 7) If non-imaged system, verify that OS boots.
- (b) As part of the SOW, the Commonwealth agency will specify whether Contractor must remove all packing materials and boxes from the site within **one (1)** week after the installation has been completed.
- (c) The Contractor and the Commonwealth agency will develop a schedule to deliver equipment at the employees' desks or other location specified by the Commonwealth agency.
- (ii) **Asset Tagging (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new equipment procured;
 - 2) Ensure that the Identification Tag Number is readable from WMI (Windows Management Instrumentation), if applicable.
 - 3) Ensure that each Identification Tag is located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls;
 - 4) Provide identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth in an electronic format, which can be incorporated into existing Equipment databases. The Commonwealth agency will provide database formats to be used by the Contractor; and
- (b) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iii) **Image Deployment (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Deploy the image specified by the Commonwealth agency on each computing device;

- 2) If a Commonwealth agency requires images, the Contractor must accept and store the images provided;
- 3) Certify the images for use with the proposed hardware and provide test unit to Commonwealth agency for final verification; and
- (b) The format of the delivered image will be specified in the SOW.
- (c) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iv) **Bundle—Installation, Image Deployment and Asset Tagging.**
 - (a) The Contractor may perform all duties listed **Part IV, Section IV-3, B-3 – i, ii, & iii** listed above in a bundled package.
- (v) **Data Transfer.**
 - (a) The Contractor must, at a minimum:
 - 1) Copy all local Outlook folders;
 - 2) Copy all specified data onto the new, pre-imaged system;
 - 3) Copy all local outlook folders;
 - 4) Disconnect all systems and
 - 5) Not retain any data associated with the data transfer.
 - (b) The Contractor may transfer data using the Commonwealth’s network, a crossover cable or Commonwealth-owned and provided external hard drive.
- (vi) **Preparation for Shipment.** The Contractor must, at a minimum:
 - (a) Verify the functionality and condition of the equipment with the agency
 - (b) Disconnect existing PC and peripheral equipment, and remove it from the desk area
 - (c) Fully prepare and pack the equipment ready for delivery and shipment. Including but not limited to; securely boxing and palitizing (if necessary) of the devices.
- (vii) **Hard Drive Removal.**
 - (a) The Contractor must, at a minimum:
 - 1) Arrive at the Commonwealth designated location at the time scheduled with the Commonwealth agency to uninstall and fully remove the hard drive in question;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Cleanse the hard drive as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf; and

- 4) Allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Commonwealth agency with no additional cost to the Commonwealth.
 - i) The Commonwealth agency may keep the defective or leased hard drive.
 - ii) Contractor must cleanse the hard drive as detailed in Commonwealth ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (b) The Commonwealth agency may choose to keep the removed hard drive and provide delivery location of removed hard drive.
- (viii) **On-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall the equipment from the Commonwealth agency at the scheduled time;
 - (b) Arrive at the Commonwealth-designated location at the scheduled time; and
 - (c) Cleanse the device in the equipment as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at its current location and provide proof of the disk wipe to the Commonwealth agency.
- (ix) **Off-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall, pack, and pick up the equipment from the Commonwealth agency at the scheduled time;
 - (b) Cleanse the device as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at a location approved by the Commonwealth and provide proof of the disk wipe to the Commonwealth agency; and
 - (c) Return the equipment at the time and location specified by the Commonwealth agency.
- (x) **Relocation within 25 Miles.**
 - (a) The Contractor must, at a minimum:
 - 1) Provide relocation of equipment within the same building or within a 25-mile radius;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency; and
 - (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xi) **Relocation Outside 25 Miles.**
 - (a) The Contractor must, at a minimum:

- 1) Provide relocation of equipment beyond a 25 mile radius; and
 - 2) Verify the functionality and condition of the equipment with the agency
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
- (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xii) **Equipment Return to DGS Surplus Warehouse.** The Contractor must, at a minimum:
- (a) Deliver the packed equipment to the DGS warehouse located at:

DGS Surplus Warehouse
2221 Forster St.
Harrisburg, PA 17125

D. Order Fulfillment.

- (1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.
- (2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.
- (3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.*

E. Quote Requirements.

- (1) All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth at the outset of the Contract.
 - (i) Include: contract number, manufacturer contract number (if applicable); service period (if applicable); manufacturer product ID; manufacturer product title; line item descriptions; list price so the Commonwealth can verify discounts on quotes; expected delivery date; and related purchase order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
 - (ii) No additional terms and conditions may be attached to a quote.

F. **Volume Orders:**

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

G. **Service Level Agreements.** The Contractor must meet the service level agreements (SLAs) as described in **Appendix K, Service Level Agreements.**

H. **Standard Configuration Reviews.**

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response Template**, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

I. **Quarterly Business Reviews.** The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the Contractor will be kept confidential by the Commonwealth. The objective of this meeting is to reach a mutual agreement on product replacement during the life of the Contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

J. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template.**

- K. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:
- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the Commonwealth agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount.
 - (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information; Equipment Information; Maintenance/Services Information; and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities; achievements; challenges; and Contractor’s recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.
- L. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology

in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 - 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror’s receipt of payment from the Commonwealth for such work.

- 4.** Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

Date: January 27, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 10

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

- Questions and Answers Information Technology Hardware rev.(1.26.17)

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Questions & Answers (Revised 1/26/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
1	4	Calendar of Events	Dates for Pre-Proposal Conference has been moved out more than 2 weeks to Jan 5th, 2017. Will the dates for Questions, Response to questions, and the final Due Date for RFP also be moved out accordingly	Yes, the due date for the RFP response has been extended to February 10, 2017.
2	36,37	IV-3. A (5), IV-3. A (6)	Will the Commonwealth accept submissions for hyper-converged Server & Storage solutions based on Manufacturer hardware noted? Specifically, Dell is an OEM provider for many of the leading hyper-convergence providers and is listed as an acceptable Server & Storage manufacturer. The Commonwealth indicates an interest in the 'latest in related computer-based technologies,' of which hyper-convergence would fit, as it delivers more efficient data capabilities on less physical infrastructure and associated costs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7. The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
3	38	IV-3. A	Lot 5-Server Hardware indicates only Intel servers. Are IBM Power Systems servers part of the RFP or will they be added via an addendum or related request?	These devices will be procured through a separate procurement.
4	35,36	IV-3. Requirements. General IT	What platform does the State's punch-out system run on?	The punch-out system runs on SAP Supplier Relationship Management 7.0.

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#	RFP Page Number	RFP Section Reference	Question	Answer
5	35,36	IV-3. Requirements	It states that "(ii) Offerors must be able to provide a punch-out site for order placement." Does this mean that you need the Supplier's system to feed into the State's already existing punch-out system?	Yes, that is correct.
6	38-39	IV-3. Requirements. B. Associated Services (4)	Without knowing an exact order date vendors cannot give an exact delivery date. Therefore, can the expected delivery date be removed as minimum included for quotes?	This section refers an estimated delivery date based on the vendor working with the agency. The final delivery date will be set in accordance with the applicable Service Level Agreement listed in Appendix K, Service Level Agreements.
7	38-39	IV-3. Requirements. B. Associated Services (4)	Service purchase orders are not always available when ordering hardware, can "other related purchase orders for service date" be removed as minimum included for quotes?	No, please refer to the answer to Question #6 .
8	Quote Accuracy Consistency (QAC)	Appendix K SLAs	What is the criteria that all quote accuracy is based on?	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.

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#	RFP Page Number	RFP Section Reference	Question	Answer
9	39 and 44	IV-3. Requirements. B. Associated Services (5)	Custom quotes may be available to honor up to 90 days or more, but on a continual basis due to continual industry technology changes, will the Commonwealth consider keeping with the industry standard of 30 days?	No, the Commonwealth will not amend this requirement.
10	41 of 44	IV-3. Requirements J. Quarterly Report	Can the Commonwealth modify the requirement of Agency Information in the Quarterly report to "Agency Information, if provided"	No, the Commonwealth will not amend this requirement.
11	Customer Inquiry Response Time (CIRT)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with giving prompt customer service, will the Commonwealth consider removing this SLA and instead confirm that if a request is brought to The Supplier's attention by the Office of Administration, that the supplier has four (4) business hours to acknowledge and confirm follow-up for the subject request?	No, the Commonwealth will not amend this service level agreement.
12	Quote Accuracy Consistency (QAC)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with providing accurate quotes based on the Commonwealth preapproval per the RFP term confirmed for quote requirements, will the Commonwealth consider removing this SLA?	No, the Commonwealth will not remove this service level agreement.
13	Quote Delivery for Catalog Items (QDCI)	Appendix K. SLAs	It is understood that all quotes will be instantly available online for the approved standards. Anything else would be a custom quote request which is entitled to a well thought through custom configuration based on the customer's	This SLA refers to catalog items, not items that would require custom configurations.

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
			needs. In consideration of this, will the Commonwealth consider modifying this SLA to a date agreed upon between the ordering entity and the Supplier?	
14	Order Delivery (OD)	Appendix K. SLAs	Given that the industry standard averages 3 weeks on delivery, will the Commonwealth consider modifying this this SLA to 15 business days for the preapproved modeled Standards on contract, 20 business days for customized Standards?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.
15	Order Delivery (OD)	Appendix K. SLAs	Given that some issues can occur within an order, will the Commonwealth consider modifying this SLA to 95% fulfillment?	No, the Commonwealth will not amend this service level agreement.
16	Invoice Receipt (IR)	Appendix K. SLAs	Given that many Agencies request for scheduled deliveries and special services, will the Commonwealth consider modifying this SLA to from sixty (60) days to a date mutually agreed to by the Supplier and the Ordering Entity?	No, the Commonwealth will not amend this service level agreement.
17	Defective Hardware Replacement (DHR) Appendix K. SLAs	Appendix K. SLAs	Given that some orders are customized, replacement product will not always be readily available for an overnight shipment. Will the Commonwealth consider modifying this the days to the same days set in the Order Delivery SLA per each Lot?	No, the Commonwealth will not amend this service level agreement.

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#	RFP Page Number	RFP Section Reference	Question	Answer
18	Billing #19	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Not all PO's contain an Agency on the "Bill To" section of the PO. If an agency isn't defined in the "Bill To" of the PO, how do we respond?	Invoices on PO's should be sent to the Office of the Budget, resource account found at http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx . Invoices should be submitted in an email with the invoice attached as a PDF document, or mailed to our PO box where the invoice would then be scanned into our workflow process. Invoices, as a matter of usual and normal practice, should never be sent to the agency first.
19	4-year Warranty On-Site Next Business Day	Appendix C Cost Submittal	If options (i.e.) docking stations, mice, bags are ordered separately are they also needing the 4-year Warranty On- Site Next Business Day? Or only when ordered in a bundled unit?	All products ordered shall have a four (4) year warranty including options.
20	Lot 1 Laptops and Ultra-Portable Laptops	Appendix C Cost Submittal	When building a laptop with an i5-7200 and i7-7500 Windows 7 cannot be installed, will Win 10 be accepted without the Win 7 downgrade? Or will you accept a i5 and i7 6000 series processors?	At this time, Windows 10 Pro will be accepted with the Windows 7 downgrade. The agencies then have the ability to reimage with Windows 10 Enterprise and will provide the licensing information at the time of the purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
21	Lot 2 Rugged Laptops	Appendix C Cost Submittal	Would you prefer a Solid-State Drive over a Spindle Drive, because a spindle drive is more fragile?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
22	Lot 2 Rugged Tablets	Appendix C Cost Submittal	Will the Commonwealth accept a 3rd party product for a category in the Lot not manufactured by the bidder but is authorized to resell?	Yes, so long as the device meets the Commonwealth's specifications.
23	Lot 2 Rugged Tablets	Appendix C Cost Submittal	The spec calls out a 7-inch screen, would you consider a like or better screen?	Yes. Please provide available specs for like or better screen.
24	Lot 2 Non-Traditional Desktop	Appendix C Cost Submittal	Can you clarify what your definition of a Non-Traditional Desktop means? i.e. Mini, Thin Client	The definition of Non-Traditional Desktop includes zero client and thin client.
25	Options	Appendix C Cost Submittal	If an upgrade is needed i.e. memory, hard drives, is the expectation that these be included in the build at time of delivery, or to save cost, would you be able to install those components to the standard builds?	The expectation is that the options will be included with the build at time of delivery.
26	RFP	4 Calendar of Events	Given that little time there is to respond to a RFP of this scale, and to assist Suppliers to be able to offer the best quality response possible, will the Commonwealth consider releasing answers to questions as they become available?	The Commonwealth will adjust bid posting dates and due dates to allow vendors ample time with responses to all questions.

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#	RFP Page Number	RFP Section Reference	Question	Answer
27	RFP	4 Calendar of Events	Provided that The Commonwealth's answers to questions will yield Suppliers the ability to provide a more complete response, will The Commonwealth consider modifying the Deadline to submit Questions to 7 business days before the proposal due date, but not guaranteeing answers if submitted past January 6th?	Please refer to the response to Question #26 .
28	RFP	4 Calendar of Events	Given the large scope of this RFP and the fact that most Suppliers were not fully staffed with dedicated resources, will The Commonwealth please consider to extend the Proposal due date to February 7th?	Please refer to the answer to Question # 1 .
29	Data Set Delivery (DSD)	Appendix K. SLAs	It states that " The Contractor must provide the required equipment data, description, and specifications details within two (2) business days after equipment delivery date, using the formats, standards, and protocols defined by the Commonwealth". To clarify, after every order processed, the supplier is to provide a report to the end user these details about their order? or are these details to be reported on the quarterly report?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7. SLA SM-01 has been revised to five (5) business days. After every order processed, the contractor must provide a report to the agency within five (5) business days following receipt of the order and also make this information available as part of the quarterly report.

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#	RFP Page Number	RFP Section Reference	Question	Answer
30	27	II-5	If Appendix F COSTARS Program Election Form is submitted, we understand that we will be responsible to pay one COSTARS fee for the Contract if awarded, no matter how many Lots we are awarded. Is this correct?	The COSTARS fee is a per contract fee. The Commonwealth has not determined if it will award a vendor multiple lots as part of one contract. If it is determined the award must be split into separate contract, an Offeror awarded more than one contract from RFP 6100039046, the COSTARS fee will be applied per contract.
31	41	IV-3. Requirements J. Quarterly Report (1)	Since ordering system reported do not capture when an upgrade was selected, reporting on the upgrades cost and quantity is not possible. In consideration of this, will The Commonwealth please consider to remove this requirement?	The ordering system reporting capabilities should provide the commonwealth the ability to see when options are purchased as part of a device configuration.
32	41	IV-3. Requirements J. Quarterly Report (1)	We understand that The Commonwealth wants to see a breakdown of all the sales reported by the base and the upgrade details to verify accurate charging by the Supplier. Will the Commonwealth consider in lius of this requirement to add a term requiring the Supplier to comply with a Price Audit upon request?	Please refer to the response to Question #31 .
33	21	I-29 COSTARS PROGRAM G. (2)	For this additional report submitted to DGS COSTARS, is this to include the sales just for those that have identified themselves as	This requirement only applies to reporting COSTARS member's purchases

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#	RFP Page Number	RFP Section Reference	Question	Answer
			COSTARS members or for all sales on the contract?	
34	21	I-29 COSTARS PROGRAM G. (2)	If the report is to include only those that have identified themselves as COSTARS members, and there are not any COSTARS member sales to report for the previous reporting period, should the Contractor report online "No Sales"?	Yes, or wording to that effect.
35	24	II-1 Objections and Additions	We understand that we are to identify any terms and conditions in Appendix A, Appendix K, and Appendix E that we would like to negotiate as well as submit any additional terms and conditions we would like to add to any of these appendices. Is this correct?	Yes, that is correct. A suggested method of incorporating additional terms and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the "Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes" to the Appendices identified in Part II, Section II-1, and that "[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix

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#	RFP Page Number	RFP Section Reference	Question	Answer
				A, Appendix K, and Appendix E.”
36		II-1 Objections and Additions	<p>The following sentence can be confusing: "Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above." Does this mean that we can submit our additional terms and conditions for consideration, but just not say that our proposed request is conditioned on the negotiation of the terms and conditions?</p>	<p>Offerors may not propose the wholesale replacement of the Commonwealth’s terms and conditions with those of the Offeror’s. To do so would result in the rejection of the Offerors proposal as set forth in RFP 6100039046at Part II, Section II-1, Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices:</p> <p style="padding-left: 40px;">“The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.”</p> <p>A suggested method of incorporating additional terms</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
				<p>and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the “Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes” to the Appendices identified in Part II, Section II-1, and that “[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E.”</p>
37	35	IV-3 Requirements A. (1) v.	This term for Lot 1 says "Products shall include a four (4) year warranty with on site, next business day service and allow the Commonwealth to keep hard drives." Can the Commonwealth please clearly define the word 'Products'?	Any device, including accessories/peripherals procured as part of the awarded contracts.
38	8. Section 20- Payment	Appendix A. Standard Contract Terms and Conditions for IT	If a Supplier's standard is payment terms 30 days from the correct invoice, which is option b, is it acceptable to indicate this is our method as opposed to options a and c mentioned?	Offerors may propose any changes to Appendices A, K and/or E in accordance with Part II, Section II-1 of RFP

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#	RFP Page Number	RFP Section Reference	Question	Answer
		Supplies and Related Services		6100039046, relating to Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices.
39	Limitation of Liability	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
40	Default	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
41	Termination	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
42	All SLAs	Appendix K. SLAs	Is the Commonwealth opening to additional language recommendations and negotiation on these SLAs?	Please refer to the answer to Question #38 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
43	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that vendors are unable to procure?	Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined. Vendors must be capable of providing 90% of the Top Manufacturers listed in Appendix C.
44	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that are end of life?	Yes, alternatives will be accepted for products that are end-of-life.
45	36 of 44	IV - 3 requirements Lot 3	Will the Commonwealth accept bids from vendors that can't provide 90% on lot 3?	No.
46	24 of 44	Part II Proposal Requirements A Technical submittal	The instructions for the technical submittal state offerors are to include activities outlined in Part IV, Statement of Work. Please confirm IV-4 contract requirements -small diverse business participation and Appendix R - Model Form of Small Diverse and Small Business Subcontract Agreement both within Part IV - Statement of work are to go in the technical submittal and not the SDB/SB Participation Submittal	Please refer to RFP 6100039046FP, Part II – Proposal Requirements introduction (third sentence). “All cost data relating to this proposal and all Small Diverse Business/Small Business – cost data should be kept separate from and not included in the Technical Submittal....” Each

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#	RFP Page Number	RFP Section Reference	Question	Answer
				<p>Proposal shall consist of the following three separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal”.</p> <p>See RFP IV-4 (D) that Appendix R- Model Form of Small Diverse and Small Business Subcontract Agreement – “The selected Offerorr and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within (30) days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in Appendix R, Model Form of Small Diverse and Small</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
				Business Subcontract Agreement.
47	Term of Lease and B. Payments	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	The lease terms states up to 60 months. However, the pricing sheet only allows for lease payment but does not outline what term. Do you want 48 months? The current contract is 4 years with annual payments. Does the COPA still want the pricing sheet with a 4-year lease with annual payments used for the lease payment?	The Commonwealth will evaluate based on 48-month leases, however, lease terms can be for up to 60 months.
48	36-37	IV-3. A (5-6)	We are a public-sector reseller for Fujitsu, and our team is interested in submitting Fujitsu products for consideration in Lots 5 and 6. Would it be possible to add Fujitsu as an acceptable OEM for these lots? If not, can the Commonwealth explain why it has chosen to limit competition to the chosen OEMs?	The Commonwealth has selected the Gartner's Magic quadrant as an objective industry standard.
49			Can the prime contract holder designate resellers who can operate under the auspices of the prime's award?	No, the prime contract holder cannot designate resellers to operate under the auspices of the prime's award.
50			Can punch-out site be maintained by the OEM instead of the Offeror?	Yes, but the awarded Offeror is still responsible for meeting the requirements of this solicitation.

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#	RFP Page Number	RFP Section Reference	Question	Answer
51	38	IV-3. A (6)(vi)	<p>Offerors must have the ability to integrate physical hardware, based on Agency requirements, for operational effectiveness. Please provide some examples of "operational effectiveness" for clarity with regards to the Commonwealth's expectations.</p>	<p>Any kind of practice which allows a business or other organization to maximize the use of their inputs by developing products at a faster pace than competitors or reducing defects, for example. Operational effectiveness is often divided into four components: Leading and controlling functional performance, measuring and improving the process, leveraging and automating process and continuously improving performance.</p>
52	36,37	IV-3. A (5)	<p>For Lot 5, Server Hardware – the RFP has narrowed down to Intel-based servers. The Commonwealth has also deployed Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated systems (servers/storage combined). Beyond the Commonwealth, COSTARS members, may also purchase these types of servers and associated warranty/maintenance through the use of current COPA contracts. Is the Commonwealth moving forward with this RFP, without the ability to procure Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated</p>	<p>These devices will be procured through a separate procurement.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			systems (servers/storage combined), along with associated services?	
53	43	IV-4. D.1	Since volumes of purchase are unknown at this time, it would be impossible to agree to a locked-in dollar commitment to a minority supplier at this time. Is it the Commonwealth's intent to evaluate only the percentage of commitment for purposes of the scoring of the Small Diverse Business and Small Business (SDB/SB) submittal?	Yes, the Small Diverse Business/Small Business point allocation is based entirely on the percentage of actual contract spend committed to Small Diverse Business/Small Business.
54	29	III-4. C.1 Contracting Requirements – Small Diverse Business Contracting	For purposes of calculating the percentage of spend, can the Commonwealth clarify if the amounts used for the numerator and denominator are the amounts for services provided by the SDB and SB firms, and that the amounts do not include equipment sourced through the SDB and SB firms?	Please refer to the answer to Question #256 . The full value of purchase orders for equipment and/or software purchases made by subcontractor/supplier count toward the Small Diverse Business/Small Business commitment when then full value of the PO is paid by the Small Diverse Business/Small Business subcontractor/supplier and reimbursed to the Small Diverse Business/Small Business subcontractor/supplier by the prime.

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#	RFP Page Number	RFP Section Reference	Question	Answer
55	Section 26 (Limitation of Liability)	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This term stacks the liability as the contract moves forward and could become a very large number over the 3 to 5 years of the contract term. This may limit participation from vendors. Will the Commonwealth consider altering this term to limit the Contractor's liability to the Commonwealth under the Contract to the greater of \$250,000 or the value of the Purchase Order?	Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.
56	13	I-12. a	Is an e-signature acceptable on the Proposal Cover Sheet, or is an original wet signature required on this sheet and/or all other forms being submitted to the Commonwealth?	The Proposal Cover Sheet must contain an original wet signature.
57		Appendix H. Technical Submittal Response	In an effort to remain sensitive to paper resources, will the Commonwealth accept a reference within our response to our Financial statements webpage?	Yes, if it is provided as a direct link.
58	41 of 59 and 52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Do these sections cover the financing of other non-hardware items, such as the financing of related equipment services described in IV-3. B Associated Services on RFP document Page 38 of 44?	Yes, these sections cover the financing of the hardware, software and any service made as part of the purchase order.
59	44	Appendix A. Standard Contract Terms and Conditions for IT	Can the Commonwealth please provide a copy of the form of the Acceptance Certificate? We cannot locate it on the Forms page of the	Appendix S, Lease Acceptance Certificate, is posted as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
		Supplies and Related Services	Department of General Services' webpage (www.dgs.state.pa.us).	
60	44-51	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is it correct to state that the Contractor (hardware vendor) may assign the actual lease for hardware items (including the right to title and the rental payments) to an Initial Assignee as opposed to just the rights to payment?	Subsection H 1 of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, allows for either the assignment of payment to a third party or the assignment of the lease to an Initial Assignee.
61	44-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Will there be separate PO's for the non-hardware items when the hardware is leased, or will there be one PO which explicitly states which items are to be financed versus leased (i.e. will the PO state under which terms & conditions each item will be obtained - Lease (Appendix 1) terms versus Installment Payment (Appendix 2) terms)?	Purchase Orders with a lease involved will only contain leased items. If a standalone service is being purchased outright for a leased device, it should be a separate Purchase Order.
62	46 and 55	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), in Section H it states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee.	In the event of an assignment, the Contractor must provide the assignment document to agency. The agency will then work with the Contractor to obtain any additional information needed.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			We have not seen one, so we are wondering if there is such a form? Or is there none provided and this is to be a form of the Contractor's devising?	
63	45-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Leasing and in Section C, it states that title shall not pass to the Lessee but remain with the Purchaser at delivery. Please confirm this section regarding title is only applicable to hardware items.	Subsection C of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, provides that title transfers at time of delivery and acceptance only in the case of a Lease/Purchase. Otherwise, title to the Leased Property remains with the Contractor until the "final installment or other concluding payment option."
64	50	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This section indicates "The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and	No, all cost should be included within the lease cost.

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			<p>destruction of any hard drive(s) upon the return of a Leased item."</p> <p>Since the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards or for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) is a service which should be accounted for as a loan and not part of a lease, would it be acceptable to quote a two-part rate for any item with a hard drive, financing the cost for disk services simultaneously but separately from the Item itself?</p>	
65	53 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Installment Payment and in Section C, it states that title shall pass to the Purchaser at delivery. Please confirm that this section is only applicable to hardware items.	Yes, transfer of title as discussed in Section C of Appendix 2 of Appendix A, Standard Terms and Conditions for IT Supplies and Related Services, only applicable to hardware items.
66	52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Our belief is that the non-hardware items (even if related to the hardware items being leased) should always be under the Installment Payment Terms & Conditions of Appendix 2 since there is no title to pass on these items -- does COPA agree?	If non-hardware items are not included as part of the lease payment, then a separate Purchase Order must be issued for the outright payment of a non-hardware item.

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#	RFP Page Number	RFP Section Reference	Question	Answer
67	52 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Appendix 2 is for Installment Payment, and in Section A, it mentions a Fair Market Value Option, yet Section C states that title passes at delivery, so it is not clear how there could be any Fair Market Value Option. Please clarify.	This issue is addressed in the revised Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, posted on January 20, 2017, as part of Addendum Number 7. Appendix 2 has been amended to delete the reference to fair market value.
68	46, 47, 55, and 56 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), Section H states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee, etc.</p> <p>Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?</p>	Please refer to the answer to Question # 52 .
69	Tab Lot 6	Appendix C. Cost Submittal Response Template	Please provide more clarity differentiating the 3 storage platforms (Best Value Storage, Best Value Object Based Storage and Best Value Block Storage) with workload examples?	The Commonwealth requires pricing and solutions for all three storage platforms. At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.

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#	RFP Page Number	RFP Section Reference	Question	Answer
70	Lot 6	Appendix C Cost Submittal	Which of the 3 platforms will support File/NAS, and which will support Object/S3?	At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.
71	Lot 6	Appendix C Cost Submittal	Which NAS APIs (CIFs / NFS / SMB) will be required for each platform?	Please refer to the answer to Question #70 .
72	Lot 6	Appendix C Cost Submittal	Are points awarded based on discount percentage or discounted price?	Points will be awarded based on the total extended product and service cost.
73	Lot 6	Appendix C Cost Submittal	Is non-best value a percentage that will have to be honored across any storage configuration?	The discount off list will apply for each specified Storage category (i.e. non-best value block or non-best value object based and any other device purchased as part of the awarded contract).
74	Lot 6	Appendix C Cost Submittal	Please advise how the Commonwealth would like to see the breakdown of the worksheet of data so as to facilitate clear, visible printed data?	Part I, Section I-12 of RFP 6100039046 has been revised to allow for the electronic submission Appendix C, Cost Submittal Template. A paper copy should not be submitted. The Electronic Copy shall be submitted as part of the electronic versions of the

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#	RFP Page Number	RFP Section Reference	Question	Answer
				proposals required pursuant to Part I, Section I-12.B.
75	38	I IV-3. B Associates Services	Will COPA provide minimum and average number of client systems to be installed per onsite deployment visit?	This information cannot be provided since agencies have different roll out schedule based on funds availability and staffing.
76	38	I IV-3. B Associates Services	Will COPA provide a site list (with equipment counts would be ideal)?	This information is not available at this time.
77	38	I IV-3. B Associates Services	Do you prefer on-site or off site imaging and asset tagging?	This is project specific and will be addressed in the SOW. Options for onsite and office site services have been added to Appendix C, Cost Submittal Template, as part of Addendum Number 7.
78	38	I IV-3. B Associates Services	Will customer provide labels or label guns to create asset tags?	The Contractor will be responsible for labels and label guns these unless provided by the agency.
79	38	I IV-3. B Associates Services	Will customer provide a site or application to record assets?	This will be covered as part of pre-sales assistance.

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				The agency will work with Contractor to design the solution at the time of purchase.
80	38	I IV-3. B Associates Services	With regards to Data Transfer, does existing data reside on old computer or will we pull it from the network?	Data may exist on the old computer as well as the network. This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
81	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the average amount of data to be transferred?	The Commonwealth does not have this information.
82	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the largest amount of data we can expect 10GB? 20GB?	Please refer to the answer to Question # 81 .
83	38	I IV-3. B Associates Services	Will customer provide the image on portable drives in quantities (USB drive?) to roll out on multi-installs?	The Contractor and the Agency will determine the format of the image delivered but the commonwealth will not provide media for the image to be loaded onto.

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84	38	I IV-3. B Associates Services	Will customer provide the disk wipe software in quantities (USB drive?) to roll out on multi-unit installs?	The Commonwealth will provide an .iso image but the vendor would have to provide its own media. The image can only be used to wipe commonwealth devices.
85	38	I IV-3. B Associates Services	Is the customer going to provide transportation of equipment from site to site or will we need to transport new equipment from warehouse to install site?	The contractor will be responsible for transportation of the devices.
86	38	I IV-3. B Associates Services	Is the customer going to provide transportation to equipment returning to Forster St. in Harrisburg or will we need to transport legacy equipment to warehouse?	Yes, unless the Commonwealth is procuring that services from vendor.
87	38	I IV-3. B Associates Services	With regards to Storage, will vendors be responsible to provide the design and storage configuration on the new equipment or will the install team follow a configuration script provided by the customer and work in conjunction with a remote team?	This will be covered as part of pre-sales assistance. The agency will work with vendor to design the solution at the time of purchase.
88	4	Calendar of Events	With the rescheduling of the prebidders conference to occur after questions have been submitted, will COPA consider allowing a second round of questions based on any questions that may arise from discussions at the prebidders?	There will not be a formally defined second round of questions. If additional questions are received the commonwealth will do our best to respond timely.

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89	28	III-4	For the technical section, what are the metrics being used to evaluate or measure up to 40%? Can you provide more specificity about the formula being used?	Please refer to Part III, Section III-4. A of RFP 6100039046 for this information and refer to the following link: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
90	28	III-4	For the cost section, can you provide a few examples using the included formula?	As indicated in Part III, Section III-4, please refer to the following link for information relating to cost formula: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
91	1	Appendix L Service Management Integration Requirements	What is the current integration model, data model, and error handling methodology?	Currently, the integration model used is SOAP with a B2B connector. The data model list the fields, values, maximum lengths and, if required in an excel spreadsheet. The error handling list the error codes and descriptions and the methodology, in the case of OA, is ServiceNow.

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92	1	Appendix L Service Management Integration Requirements	What kind of Integrations is required for what ITSM tool?	Currently it is SOAP, however it will change to REST. We decided that we would mandate the integration, then if an agency or vendor could not use the current integration tool, documentation requesting a change would be required.
93	1	Appendix L Service Management Integration Requirements	What is the format of the mandatory data fields?	The format for all fields will be in the data model.
94	1	Appendix L Service Management Integration Requirements	What kind of Web Service Integration?	Please refer to the response to Question #92 .
95	1	Appendix L Service Management Integration Requirements	What kind of Integration is required for what monitoring tool?	Please refer to the response to Question #92 .
96	38	6.1.1	IBM is requesting which company's competitive storage hardware is being replaced along with the model. Thank you.	There are multiple vendor stage solutions implemented across the Commonwealth.

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97	12	Section I-22	With a concern that the Commonwealth could potentially, given the current verbiage above, establish the effective date at a date a year or more beyond the execution date, will the Commonwealth consider changing the above sentence to the following? “The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. After all approvals required by Commonwealth contracting procedures have been obtained, the respective contract shall be fully executed by the selected Offeror and by the Commonwealth. If the Commonwealth does entertain such a change, will Section 1 of Appendix A likewise be edited to conform?”	No, the Commonwealth will not amend this section.
98	Lot 6	Appendix C Cost Submittal	In the following file, Tab: LOT6, Appendix C. Cost Submittal Response Template (rev. 12.15.16), there is a requirement for Nodes of IBM SVC. Does the Commonwealth of PA consider this a hard requirement specific to IBM SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
99		Appendix C Cost Submittal	What does the Commonwealth mean by storage virtualization?	Storage virtualization is the amalgamation of multiple network storage devices into what appears to be a single storage unit. Storage virtualization is usually implemented via software

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				<p>applications and often used in SAN (storage area network), a high-speed subnetwork of shared storage devices, and makes tasks such as archiving, back-up, and recovery easier and faster.</p> <p>A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments</p>
100		Appendix C Cost Submittal	Does the Commonwealth have the need to have multiple vendor arrays managed by one front end vendor?	Common administration is preferred but not required.
101		Appendix C Cost Submittal	We would like to offer compression in a flash only solution and also offer you a hybrid configuration. We will able to base these upon your performance needs. Based upon question 6 response we will develop the configurations to adhere to your needs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
102		Appendix C Cost Submittal	We have seen the configurations listed mirror each other. Would be it possible to have them broken out in technical requirements you need for each?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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103		Appendix C Cost Submittal	In reference to our question 102 I would like to expand on it by stating if you have the need to backend virtualization the benefit is tenfold. It allows you to have legacy arrays still kept on the datacenter floor and the luns managed by your new front end array and as well array based migrations can be performed with ease. We would like your thoughts on using an approach method like this.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
104	33	IV-2.E.	The RFP indicates \$13m in historical annual spend for all servers in Lot 5. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 3,602,279.00 2015- \$7,937,040.00 2016- \$2,882,640.00
105	33	IV-2.E.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 5, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP 6100039046.
106	34	IV-2. F.	The RFP indicates \$9m in historical annual spend for all storage hardware in Lot 6. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 6,161,593.00 2015- \$12,138,408.00 2016- \$22,927,947.00
107	34	IV-2. F.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 6, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP.

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108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

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112	4	Calendar of Events	Who will be attending the pre-proposal conference for the Commonwealth?	Please refer to Appendix #4 for this RFP 6100039046.
113	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 1?	HP and Lenovo
114	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 5?	Cisco, Dell, HP, Hitachi, IBM and Lenovo
115	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 6?	Dell, EMC, HP, Hitachi, IBM and Lenovo
116	17	I-28	Information Technology Policies – PLT001 – Desktop and Laptop Standards. This policy references the expired Dell PC contract. Is this policy applicable to these procurements?	This policy will be updated upon award of RFP 6100039046.
117	7 24	I-12 Part II	If a prime is proposing on more than 1 lot, should each lot be submitted as a separate technical proposal, or can they be combined into one proposal response?	The technical proposals can be combined into one proposal but must maintain the format of Appendix H, Technical Submittal Response Template.
118	17	I-27	Regarding the text boxes (yellow shaded) for responses, the current text boxes limit responses to a single page. Should new text boxes be created for responses longer than 1 page in length	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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			to eliminate formatting issues with page breaks; or can answers be submitted underneath the yellow text boxes if needed?	that will be posted as part of Addendum Number 7.
119			The current PC contract includes standard service items of "on-site imaging" and "device relocation within same building." Are these services no longer required by the Commonwealth?	This is addressed in the revised Appendix C, Cost Submittal Response Template, that will be posted as part of Addendum Number 7. Device relocation within the same building falls under "device relocation within 25 miles."
120	LOT 6	Appendix C Cost Submittal	Is any additional direct attached storage required for the SVC nodes, or will external virtualization be required?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
121	LOT 6	Appendix C Cost Submittal	Will the 8 node (4 IO Group) SVC be housed in one location?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
122	LOT 6	Appendix C Cost Submittal	Any Disaster Avoidance / Recovery solutions requirements for replication?	Please provide any disaster avoidance/recovery solutions in the Services/Options section of Appendix C, Cost Submittal Response Template.

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123	LOT 6	Appendix C Cost Submittal	We noticed that the multiple configurations of Lot 6 are identical; are you just looking for a single 8 node, 4 way cluster of SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
124	7	I-12	Should the cost proposal be submitted with all proposed lots kept in one file and in one printout? Or, if proposing on three lots, for example, should one paper copy of each lot be submitted?	Part I, Section I-12 of the RFP has been revised to allow for the electronic submission Appendix C, Cost Submittal Response Template. A paper copy should not be submitted. The electronic copy shall be submitted as part of the electronic versions of the proposals required pursuant to Part I, Section I-12.B.
125	25	II-2	If an Offeror who is a SDB Small Diverse Business and SB is submitting as a prime, would its percentage commitment for SDB and SB <u>Subcontracting</u> participation be 100% or 0Appendix?	Based on a maximum total of 200 points for the Small Diverse Business and Small Business Participation Submittal, the Offeror who submits as a Small Diverse Business Prime will receive the maximum total of 200 points. Therefore, the Offeror will receive 100% of the points. An Small Diverse Business submitting as prime would make

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				<p>that distinction in the “Offeror Information” box on the first page of the Appendix Q, Small Diverse Business (SDB) and Small Business (SB) Participation Submittal. No entry would be made in the “Subcontracting Information” box unless the prime is subcontracting to a separate/different Small Diverse Business or Small Business.</p>
126	Section 26 13 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>The Limitation of Liability section states that the Contractor’s liability is equal to the value of the contract. Based on the annual purchasing figures provided, the value of the contract over three years will be significant. Given a reseller does not have significant control over the OEM equipment they are providing, does this mean the Commonwealth intends to hold the reseller Contractor liable for the total value of all purchases over the life of the Contract? For example, Lot 5 has an annual approximate value of \$13M. Over the three years this would be a liability total of \$39M to the reseller Contractor.</p>	<p>Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.</p>
127	LOT 6	Appendix C Cost Submittal	<p>The services options for Lot 6 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide</p>	<p>Since the majority of the spend will be driven towards the Best Value configurations, please</p>

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			<p>services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the storage unit, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of the machine to move, as well as the size and weight.</p>	<p>provide services/options costs relevant to the Best Value configurations. These costs will be considered as not to exceed costs and the total cost will be defined in the Statement of Work.</p>
128	LOT 6	Appendix C Cost Submittal	<p>Would the Commonwealth consider a maximum services hourly rate for the Storage services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and storage implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.</p>	<p>No; please provide fixed option pricing based on the designated service listed. Also, please refer to the answer to Question #127.</p>
129	LOT 5	Appendix C Cost Submittal	<p>The services options for Lot 5 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the server, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of</p>	<p>Please refer to the answer to Question #127.</p>

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			the machine to move, as well as the size and weight.	
130	LOT 5	Appendix C Cost Submittal	Would the Commonwealth consider a maximum services hourly rate for the Server services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and server implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.	Please refer to the answer to Question #127 .
131	38	IV-3-B-3	Item 3 states that the Commonwealth will develop a Statement of Work for each service. Can the Commonwealth provide this Statement of Work for each of the listed Optional Services so that all vendors are providing pricing based on the same scope of work. For example, does the Commonwealth expect the Contractor to provide insurance for the value of the equipment being moved? If so, what value should be assumed for items x, xi and xii. What steps are considered part of installation? Is the Contractor to assume that the equipment is shipped to the installation location, or is logistics and transportation services required? What is the size of the image being deployed, and how many images will be required to be maintained? Outside of physical installation on the desk and cable connection,	Statements of Work are prepared by the agency at the time of purchase.

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			what other steps are required of the Contractor, and what is the average time these steps will take? How many devices can the Contractor assume each installer can deploy each day?	
132	38	IV-3-B-3	For Lots 5 and 6, many manufacturers do not allow machines under warranty to be moved without manufacturer service personnel providing both packaging and re-install services. Should the contractor assume that machines to be moved in items x and xi are the Best Value configurations to provide accurate comparisons between proposals?	Please refer to the answer to Question #127 .
133	LOT 6	Appendix C Cost Submittal	For the cost evaluation, will the Best Value cost configurations be compared between vendors, or will the grand total cost including non-best value, leasing and services be used for the calculation?	The grand total calculation will include best value, non-best value, leasing and services.
134	38-39	IV-3-B-4	The Commonwealth states the required quote format, but it does not require the list price to be included in the quote, how will the Commonwealth know that they are receiving the required minimum discount without the list price being included?	This issue is addressed in Section IV-3.E of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
135	38	IV-3-B-3	Will the Commonwealth provide a full statement of work for each requested service?	Yes.

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136	38	IV-3-B-3	For any service, will the purchasing agency ensure elevator access for buildings more than 1 story high?	No, since not all buildings will contain elevators.
137	38	IV-3-B-3	For the service of “installation,” is the Offeror required to provide status reports of installations completed, installations outstanding and issues? What is the desired frequency of these reports?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
138	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume equipment will be shipped to the installation location, or does this service include the Contractor receiving the equipment, transporting it to the installation location, and physical installation?	This will be decided as part of the Statement of Work at the time of purchase but should be considered as part of supply chain management and managed logistics services included in this RFP.
139	38	IV-3-B-3	For the service of “installation,” what installation steps must be performed other than physical installation? What is the average time per device to perform these steps?	<p>At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.</p> <p>Regarding average time, the Commonwealth does not have this information.</p>

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140	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that no steps (other than connecting to the main unit) are to be performed on external PC devices (keyboard, mouse, power, Ethernet)?	At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.
141	38	IV-3-B-3	For the service of “installation,” how many devices on average can a single installer expect to install per day?	This will be decided as part of the Statement of Work at the time of purchase.
142	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all units must be powered on, in order to verify the login screen appears (if pre-imaged) or to verify that the operating system boots (if non-imaged)?	Yes.
143	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all newly implemented devices will require serial number documentation to be delivered to the customer at project completion?	Yes.
144	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that the removal of cardboard and packing material from the location is required, if requested by the Commonwealth agency?	Yes.

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145	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that detailed configuration instructions and configuration data (IP addresses, user name, location, etc.), along with detailed location information will be provided to the Offeror a minimum of five business days prior to the scheduled installation?	This will be decided as part of the Statement of Work at the time of purchase.
146	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that troubleshooting of general hardware, software and connectivity issues is not required of the Offeror?	The device must be fully functional to consider installation complete. Please refer to the response to Question #142 .
147	38	IV-3-B-3	For the service of “installation,” will the customer perform a backup of relevant user data prior to Offeror performing installation tasks?	Installation services are preformed prior to user data being placed of the device.
148	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that hardware issues encountered during the time of installation will be coordinated for service by the Commonwealth with the manufacturer as part of associated warranty services?	Please refer to the response to Question #146 .
149	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that the requested asset tag will be the OEM-installed serial number installed on the system unit during production of the unit?	This will be decided as part of the Statement of Work at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
150	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) of associated devices using a barcode scanner?	This will be decided as part of the Statement of Work at the time of purchase.
151	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) in writing?	This will be decided as part of the Statement of Work at the time of purchase.
152	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to provide asset tag and serial number information to customer in an Excel spreadsheet format after the tags have been installed?	This will be decided as part of the Statement of Work at the time of purchase.
153	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that asset tags will be provided to installation team at least five (5) business days prior to the first installation start date?	This will be decided as part of the Statement of Work at the time of purchase.
154	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency personnel work with the Offeror to determine best method of data transfer for the environment/network/device in question?	Yes, this is project specific and will be addressed in the Statement of Work a the time of purchase.
155	38	IV-3-B-3	For the service of “Data Transfer,” is the Offeror to assume that only UP to 10GB of one directory tree and local Outlook folders (identified in advance in writing by the site or IT contact) is to be performed per unit?	No, there is no threshold.

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156	38	IV-3-B-3	For the service of “Data Transfer,” how far (in feet) will the new system be from the existing system? Will these locations be specified in advance, in writing, by the site or IT contact?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
157	38	IV-3-B-3	For the service of “Data Transfer,” will the Offeror be provided with the directory structure and location of Outlook folders to be transferred?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
158	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide application licenses required if 3rd party data transfer application is to be used?	The agency will provide access to the data transfer application, if applicable.
159	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide network access or external hard drives to facilitate this data transfer?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
160	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to observe the function of equipment to be relocated, including possibly performing diagnostic tests, as necessary? Is the Offeror to	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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			note any damage to exterior of equipment to be packed?	
161	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to disconnect all peripheral equipment from the system unit at the end user location?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
162	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
164	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency provide a list of all	Yes.

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			equipment to be deinstalled by serial number and asset tag?	
165	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency backup all data on each system, as well as ensure no confidential data remains on systems to be transported?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
166	38	IV-3-B-3	Can the Commonwealth confirm that the DGS warehouse located at 2221 Forster Street, Harrisburg, PA will remain the location of the DGS warehouse for the duration of this contract?	If this location changes during the term of the contract, OA OIT Procurement will review with the award Offeror(s) to determine if compensation will be granted for a change in location.
167	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
168	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is all relevant equipment required to be palletized for easy removal and storage at the DGS warehouse location?	Yes, pallets are required.

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169	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to provide equipment inventory being delivered to both agency and DGS warehouse personnel? What format would this inventory need to be in? Are there specific Commonwealth forms that are required to be filled out with delivery of returned equipment?	Yes. The inventory format will be agency-specific. Commonwealth will provide DGS Surplus Forms to the successful Contractors.
170	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” will the purchasing agency provide a dock and pallet jack for unloading of palletized PC equipment at the warehouse location, as well as provide an appointment date/time for delivery to ensure dock and warehouse availability?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
171	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to work under supervision of the purchasing agency or directly with DGS on the return of equipment?	The Contractor will work under the supervision of the purchasing agency until arrival at the DGS Surplus Warehouse.
172	38	IV-3-B-3	Is there any limitation on the quantity of returned equipment that can be delivered at one time to the DGS warehouse?	The agency will work with DGS to determine delivery schedule.
173	38	IV-3-B-3	For the service of device relocation, can the Commonwealth confirm that the Offeror will be	Yes, successful Contractors will be picking up pre-packed PCs

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			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

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			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages “resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.”
179	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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183	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the Offeror be required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
184	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
185	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” does the purchasing agency request all serial numbers of working and non-working units?	Yes.
186	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” in what format would the Commonwealth request a report with proof of disk wipe to the agency contact? Can this be sent electronically to the agency?	Please refer to the information provided in ITP SEC-015.
187	38	IV-3-B-3	For the service of “Off-premise Disk Wipe”, can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	Successful Contractors will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
188	38	IV-3-B-3	For the service of “Hard Drive Removal,” can the Commonwealth confirm that the Offeror would be only required to remove the hard drive from the existing device, label the hard drive, and transport it to a designated customer site?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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189	38	IV-3-B-3	For the service of “Hard Drive Removal,” will the Offeror be required to provide any documentation to be included with the removed hard drive?	Please refer to the information provided in ITP SEC-015.
190	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume this service is to be completed at an off-site location?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
191	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume a maximum of a 50 GB image will be installed per device? Can the Commonwealth also confirm that a test device is to be sent to the purchasing agency prior to full imaging production for image validation?	No. This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
192	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume that after device imaging, verification of boot-up, and packaging, that the scope is complete?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
193	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency supply a fully tested image with all required software, device drivers, licensing and software activations installed?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
194	38	IV-3-B-3	For the service of “Image Deployment,” in what format will the purchasing agency provide the image to the Offeror?	This issue is addressed in the revised RFP 6100039046, posted

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				on January 20, 2017, as part of Addendum Number 7.
195	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency require more than one ‘gold’ image per scheduled installation?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
196	38	IV-3-B-3	For the service of “Image Deployment,” will there be a documented Change Process if purchasing agency requests and image update during scheduled installation?	The agency will work with the successful Contractor on a documented Change Process.
197	38	LOT 1	For Lot 1, the leasing amount that is requested is the annual cost of the four year lease. However, the total in the upper portion of the spreadsheet is the annual cost multiplied by the quantity, not the entire 4 year cost. Does the Commonwealth wish to calculate based on the entire lease cost or only the annual cost?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
198	29	III-4-C	In the case of two competing Small Diverse Prime offers in a single lot, will each SDB receive the maximum points for that section?	Yes. Any Small Diverse Business responding as Prime Offeror will receive the maximum 200 points for the Small Diverse Business and Small Business Participation

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				Submittal. See RFP 6100039046 Part II, Section II-4C5 for scoring methodology.
199	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have a preference for migration methodologies? Commonly used methods include array based and host based migrations.	No, the Commonwealth does not have a preference.
200	Lot 5	Appendix C Cost Submittal	Please specify the scope of the Commonwealth's server environment in terms of physical and virtual environments. If possible, please specify number of host/virtual host by environment.	The Commonwealth does not have this information; however, there is an emphasis on virtualization across all agencies.
201	Lot 6	Appendix C Cost Submittal	In reference to the cloud as a whole which cloud provider, if any, do you use today?	Cloud services is not within the scope of this procurement.
202	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have any mainframe exiting today on the floor? If so, how long you plan to keep it?	These devices will be procured through a separate procurement.
203	39	IV-3.D.(2)	Does the OEM Representative have to be an employee of the designated OEM or can the OEM Representative be an employee of the Prime Contractor's Team?	The OEM representative must be an employee of the OEM. This is to ensure direct access to the OEM is available for issue resolution.
204	38	IV-3. Requirements.	On the cost worksheet, you are looking for a consumption model pricing does it require the	Consumption based pricing models are to be defined by

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			Operating systems and applications provided by the supplier?	Offerors for review by the Commonwealth.
205	38	IV-3. Requirements	On the cost worksheet consumption model, do you require managed services for any of the three scenarios (onsite, outsourced data center, or our own data center)? We can do all three if that is what you are looking for?	Please refer to the answer to Question #204 .
206	38	IV-3. Requirements	Do you have a preference on the usage model billing (number of users, server utilization) types we can do or something else in mind?	Please refer to the answer to Question #204 .
207	Tab 5&6	Appendix C Cost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>

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208	Tab 6	Appendix C Cost Submittal	Under the current contract, we also have been able to sell data protection backup storage solutions. These don't really fit into your 3 categories. How should that be handled?	Please provide those solutions with relevant pricing and any other added services, in “Additional Options” in the “Services – Options – Upgrades” section
209	Tab 1	Appendix C Cost Submittal	<p>We believe the Desktop specification of an Intel® Core™ i5-6600 (3.9 GHz) CPU or equal is not in the best interest of the State.</p> <p>Please allow us to explain: All microprocessors are not created equal and therefore using a clock speed like 3.9Ghz could lead to disappointing performance for the State. The real issue is around the “or equal” concept. There is an industry standard benchmark For PC performance productivity call SYSmark 2014 (see here for details). The Intel® Core™ i5-6600 (3.9 GHz) CPU you request has a SYSmark 2014 number of 1638. Another CPU in the industry called the AMD FX-4350 4.2 GHz has a SYSmark 2014 score of 925. (the higher the score on the SYSmark 2014 test, the better the performance). A typical evaluation without the SYSmark numbers would have most people believing that 4.2Ghz is an “equal or better” CPU than one operating at 3.9Ghz – but clearly that could not be further from the truth. The Intel processor</p>	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

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			exceeds the AMD processor performance by 77%. Clearly these two processors are not in the same category and should not be evaluated against each other. We recommend the State use a benchmark performance level to guarantee they are comparing systems with similar performance levels and guarantee your satisfaction with the winning solution. For instance, we recommend the specification read: The Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered for this category.	
210	Tab 6	Appendix C Cost Submittal	What SLA's should be used when considering RTO and RPO for backup and recovery?	These are determined by the service level procured with the device.
211	Tab 6 Lines 37, 38	Appendix C Cost Submittal	The minimum configuration specifications are for IBM's SVC. Are you looking for responses for the other OEM's similar or equivalent technical solution or only IBM's?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
212	Tab 6	Appendix C Cost Submittal	Does the configuration need to be identical to what is mentioned in the spreadsheet or are you open to modernization? IE 146GB, 300GB 10k and 15K RPM spinning drives are old technology - is that the technology that CoPA wants to move forward with?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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213	Tab 6	Appendix C Cost Submittal	Will denser drive options be considered (we are able to offer a 15TB SSD)?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
214	Tab 6	Appendix C Cost Submittal	All the specs on the spreadsheet are tailored to spinning disk. Will an All Flash configuration be considered?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
215	Tab 6	Appendix C Cost Submittal	What will the purpose be between the two configurations? Non-best value vs best value. Will these be two separate storage offerings? Higher performing storage tier and lower performing storage tier?	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual server orders will be custom based on the needs of the customer at the time of order.
216	Tab 6	Appendix C Cost Submittal	Will the RAID types be consistent across all frames or will some frames be configured differently than others?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
217	Tab 6	Appendix C Cost Submittal	What will the initial frame building block capacity be day 1? Usable TiB, provisioned TiB, and written TiB?	The Commonwealth does not have this information.

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218	Tab 6	Appendix C Cost Submittal	<p>Best practice is to solution for Capacity/Configuration/Workloads i.e. Approximate number of LUNs Approximate number of hosts Approximate number of host initiators IOPS and MB/sec per array, peak and average Read/Write ratio</p> <p>What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)?</p> <p>What host platforms (server types) and operating systems/versions are present in the environment?</p> <p>What storage protocols will be considered — block, file, or both?</p> <p>How should we take this into account?</p>	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
219	Tab 6	Appendix C Cost Submittal	<p>SVC is mentioned. What is the purpose of SVC? Will this be used for data services IE compression and encryption? Will SVC be used for storage virtualization and data mobility?</p> <p>What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
220	Tab 6	Appendix C Cost Submittal	Are fiber channel switches to be included? 4GB ports are mentioned, will 16GB be considered?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
221	Tab 6	Appendix C Cost Submittal	4GB HBAs are mentioned for the hosts. Going forward will this be true or will 16GB HBAs be considered?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
222	Tab 6	Appendix C Cost Submittal	Will backup/recovery solutions be part of this RFP?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section of Appendix C, Cost Submittal Response Template.
223	Tab Lot (all)	Appendix C Cost Submittal	How does the Commonwealth expect training for the various solutions to be presented as part of this RFP?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
224	Tab 6	Appendix C Cost Submittal	Is self-service storage provisioning being considered?	This is beyond the scope of this procurement.
225	Tab 5 & 6	Appendix C Cost Submittal	There is no infrastructure such as networking identified in RFP? Is networking to be considered in the response? If not, what is planned network that will be utilized? What about other infrastructure components such as firewall, load balancers, etc?	This is beyond the scope of this procurement.
226	35	IV-3. A	Is CoPA looking to receive only a certain number of responses for each OEM since OEM's have hundreds of certified partners that could respond? If so, what is the number responses per OEM CoPA is accepting?	There is no limit on the number of responses per OEM.
227	4	Calendar of Events	The schedule has the Responses to Questions expected on Friday January 13. The following Monday, January 16 is a Federal Holiday (MLK). Because the current due date is Friday January 27th, this does not give vendors sufficient time to review and revise any content based on the response to the QA and any possible amendment. We are asking for a one-week due date extension to the schedule as currently published. This will give us sufficient time to finalize and ship the proposal on time to meet the revised due date.	Please refer to the answer to Question #1 .

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228	26	II.3	<p>The RFP stipulates the Cost Proposal is to be sealed (section II.3). However, at the bidder’s conference, it was mentioned that the cost proposal and the technical proposal reviews will be done simultaneously for the full evaluation (i.e., it was stated that a newer technology that met or exceeded the requirements specified would be technically evaluated with the price since the technical evaluators would be able to see the pricing as well). Will the cost proposal remain sealed until the technical proposal evaluation and scoring has been completed? Will there be a release of the technical scoring along with a public cost opening? It is suggested that additional technical scoring points be given if the proposed configuration exceeds the minimum configuration stated in the RFP and be separately evaluated from pricing. This allows the evaluation to be fair and objective.</p>	<p>The technical and cost scoring will be completed independent from each other. The technical scoring team will be given access to Appendix C, Submittal Response Template, to ensure device specifications meet the requirements of each lot. Additionally, costs will not be opened publicly. Pursuant to Section 513(d) of the <i>Commonwealth Procurement Code</i>, 62 Pa. C.S. § 513(d), proposals “shall be opened so as to avoid disclosure of their contents to competing offerors.”</p>
229	Tab 5& 6	Appendix C Cost Submittal	<p>Management software and process(es)? Will these be necessary in the response?</p>	<p>Management software and process(es) may be procured as a component of the hardware purchased, so long as a software license agreement has been negotiated with the Commonwealth.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
230	Tab 5& 6	Appendix C Cost Submittal	What workloads will be running on these platforms? What are your performance objectives? (iOPS, throughput, etc.)	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
231	Tab 6	Appendix C Cost Submittal	Besides components like firewalls is there requirements for security (DAR or data inflight encryption)?	Please refer to the Information Technology Policies located at http://www.oa.pa.gov/Policies/Pages/itp.aspx# .
232	Tab 6	Appendix C Cost Submittal	When sizing, is there any guidance on compression/dedup ratios? Or should we consider industry standard for general purpose workloads?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
233	35	E.4	Do any form-factor preferences exist?	The default is for Lot 1, Desktops, is minitowers with options for small form factor, ultra-small form factor and desktop.
234	35	E.4	Please provide processor generations (versions) as many of the processors mentioned here have various iterations (or specify "latest").	Please provide the processor generation defined in the specifications located in Appendix C, Cost Submittal Response Template.

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235	35	E.4	Please confirm “BaseT” on 10G network card(s) (this is in often cases an SFP adapter and not BaseT).	For Lot 5, the default is BaseT with the option for SFP.
236	35	E.4	Please elaborate or provide example “Self-Cleaning” server requirement.	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
237	35	E.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	The intent is to move from a capital expenditure model to an operational expenditure model with added agility.
238	35	F.4	SVC Nodes are specific to IBM storage. Please ensure that SVC Nodes are not a requirement for submissions. In addition, please confirm the technical requirement for “I/O Groups” so that functionality can be appropriately duplicated in response.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
239	35	F.4	Please confirm arbitrated loop is only within the storage architecture itself and will not be used for any host-to-storage communication.	This will be covered as part of pre-sales assistance.

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				The agency will work with Contractor to design the solution at the time of purchase.
240	35	F.4	Please confirm that while storage switches will support an OPEN device attachment, that no FICON requirement exists within the identified configuration.	There are currently no FICON requirements that exist within the identified configuration.
241	35	F.4	<p>For Each Configuration:</p> <ol style="list-style-type: none"> 1) Is the Commonwealth open to more economical storage options rather than the 146GB 15k Disk type? 2) Please confirm 4TB usable disk storage for the entire disk array 3) Please provide an IOPS (Input/Output per second) target to ensure that requirements are obtained using modern storage sizing and functionality techniques 4) Please advise on the object-storage presentation method (REST API/CIFS/NFS) required from the array 5) Please provide additional data service desired or applicable to the sizing effort (i.e. – deduplication, compression, etc..) 6) Please provide any security functionality required within the storage array (i.e. – Encryption of data at rest) 	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
242	35	F.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	Please refer to the answer to Question #237 .
243	18-20	Appendix H	Lot 5 relates to Server Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
244	20-23	Appendix H	Lot 6 relates to Storage Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
245	All	Appendix E	<p>The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document?</p> <p>Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?</p>	The reseller needs to be aware there must be an agreement between the commonwealth and the software publisher prior to a third party software being provided through this contract.

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246	Tab Lot (all)	Appendix C Cost Submittal	There are a wide variety of Accessibility needs and many hundreds of products which address them. Some products serve a primary function and also serve to address a disability in another way and this list is quite dynamic as new technology advances are made. It seems impractical to list all of these within the pricing sheet as designed. So, to the point: If an Offeror provides hundreds of products that address a multitude of disability options across all six lots, how would the Commonwealth wish to see this information presented for evaluation? Perhaps a discount structure could be leveraged to better serve the Commonwealth as opposed to a FFP on this many potential products?	Accessibility options are for informational purposes only. Once awarded, the commonwealth will determine which options to make available for the contract.
247		Appendix C Cost Submittal	In the optional services, by data transfer, do you mean data migration from one system to the other or something else? And if so, what else?	Data transfer is the transfer of data from one device to another or from a network to a device.
248	Lot 6	Appendix C Cost Submittal	Lot 6 cost submittal response has title "Services-Options-Monitors". Is the word "Monitors" supposed to be there and if so for what reason?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
249	5	Appendix H	The instructions for Appendix H state "Instructions: Fill out the yellow shaded areas only, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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			<p>which you are submitting a proposal.” Will the Commonwealth allow bidders to delete the yellow text boxes within ‘Appendix H, Technical Submittal Template’ and replace them with our written responses directly into the body of the Word document to facilitate proper formatting of our content, or is it mandatory that all written content be contained within the yellow text boxes provided?</p>	<p>posted on January 20, 2017, as part of Addendum Number 7.</p>
250	<p>Lots 5 & 6 All Defined Configurations</p>	<p>Appendix C Cost Submittals</p>	<p>Hyper-Converged is not listed as a technology covered in this RFP. Can you please advise on the purchasing model through this contract vehicle?</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>
251	<p>LOT 5</p>	<p>Appendix C Cost Submittal</p>	<p>What is meant by the term "Self-Cleansing Capability?"</p>	<p>Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
252	LOT 5/6	Appendix C Cost Submittal	Most manufacturers do not offer Basic warranty service for enterprise level hardware such as servers and storage as requested in the RFP but offer a minimum standard level of service that equals the Enhanced category. How should the Offeror handle this situation?	Please provide the most applicable pricing available based on each service level tier.
253	LOT 5/6	Appendix C Cost Submittal	List prices for the equipment are different for each level of service being offered. How should the offeror indicate different list prices for each service level in Appendix C?	The discount level indicates the service level. The list price of the device should not change.
254		APPENDIX E	As a reseller, our company does not own or have the ability to negotiate software license terms, those must be negotiated with the licensor itself. How will the Commonwealth handle this situation?	Please refer to the answer to Question #245 .
255	AM-06.1	APPENDIX K	Does "defective hardware" refer to machines that are received in an inoperable condition? Are there any other situations that would relate to "defective hardware" under this SLA?	Yes, this SLA refers to any defective or incorrectly delivered hardware.
256	42	Contracting Requirements - Small Diverse Business Certification	If the OEM responds as a Prime Contractor with a SDB as an agent, what counts towards "actual contract spend" with the SDB? Would the entire purchase amount count towards the spend or just the agent fee (ie. the margin received by the SDB)?	If SDB is issuing a PO for purchases of goods and then invoices the Prime for same goods, then SDB will receive full credit for the invoices submitted.

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				<p>If the Prime is the one who is responsible for PO's for goods and the SDB is only receiving a percentage (%) lift/margin, then the SDB only receives credit for the % lift/margin.</p>
257	Tab for Lot 1 and Lot 2	Appendix C Cost Submittal	<p>Can the Commonwealth specify the type of lease that we should price? For example, does the Commonwealth want to retain ownership of the equipment at the end of the lease or trade it in for refreshed technology.</p>	<p>Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.</p> <p>As to the type of lease, this will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
258	Section 1 C & D	Appendix L, Service Mgmt Integration Requirements	<p>Can the Commonwealth go into more technical detail regarding the responsibilities of the offeror with respect to transmission or receipt of data for the web service integration referenced in Section C and the integration with monitoring tools in Section D?</p>	<p>Hardware associated with this ITSM solution consist of Virtual MidServer that are maintained and managed by OA/OIT at the EDC on the virtual farm. SNMP monitoring of these devices is the responsibility of OA/OIT.</p>

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259	38	Supply Chain Mgmt / Managed Logistics	The Commonwealth has stated that they would like a contractor that can provide staging and storage. There is not a related item in the Cost Proposal for staging and storage. Are we to assume the Commonwealth is looking for this to be offered free of charge? If yes, what kind of expectations does the Commonwealth have in terms of batch delivery? For example, staging 500 units and delivering in 100 unit batches has a very different cost than staging 500 units and delivery in 10 unit batches.	This issue is addressed in Part IV, Section IV-3 of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
260	Lots 1 & 2 Services	Appendix C Cost Submittal	What is meant by the service "Preparation for Shipment"? Is this an add-on service in the case that asset tagging or image deployment are performed offsite?	This service will be procured when an agency requires that the Contractor prepare and pack device(s) for shipment from one Commonwealth location to another. This charge does not apply to the initial delivery of the device.
261	Order Delivery	Appendix K, Service Level Agreements	The Commonwealth has requested a ten (10) delivery timeframe on equipment. Servers and storage that are configured to order can typically take longer than 10 business days to build and deliver depending on the complexity of the system. Can this requirement be waived for Lots 5 and 6?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.

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262	Order Delivery	Appendix K Service Level Agreements	At various times, manufacturers around the globe experience issues due to shortages in parts supply. While it is very infrequent, it has happened, and if it happens during the term of the contract would the Commonwealth be flexible in the issuance of credits for orders if the communication between the vendor and the Commonwealth on these issues is immediate and consistent?	This type of situation should be planned for by the contractors, but will be addressed on a case by case basis during the term of the contract.
263	Lot 6 All Configuration s; row 37 and 68 "Nodes"	Appendix C Cost Submittal	The requirement for "Storage Volume Controllers(SVC)" is a proprietary product offering from only one vendor, this will limit competition. Please update the node requirements to reflect the technical specification that is required.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
264	34 F.	Lot 6—Storage Hardware	This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions. In Appendix C. Cost Submittal Response Template (rev. 12.15.16), tab lot 6 the component requirement are the same and only reflect a Storage Area Network (SAN) solution. In attachment C we do not see technical requirements for a NAS solution, can you please clarify?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
265	Lot 5 All Configuration	Appendix C Cost Submittal	Is Self-Cleansing Capabilities a service that needs to be included in the base price of the hardware?	Yes.

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#	RFP Page Number	RFP Section Reference	Question	Answer
	s; row 39 and 61 "Self-Cleansing Capabilities"			
266	Lot 5 Best Value High End Server 1B; row 44 "Flash"	Appendix C Cost Submittal	When referencing “flash adapter” are you using that interchangeably for IO accelerators? NVMe accelerators?	Yes, the item is generic so as not limit to a single vendor or technology.
267	Lot 5 Non-Best Value configs	Appendix C Cost Submittal	You call for “on board SATA” and 100G HDD. What is the purpose of these drives?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
268	Lot 6 Non-Best Value Object Storage	Appendix C Cost Submittal	The storage technology interface requested is fiber channel along with the cables but there is a notation for SCSI and a request for a Network Interface Card. Can you please clarify what you are looking for in this request?	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
269	Lot 5 & 6	Appendix C Cost Submittal	The List Price data entry cell for each of the Configurations is blacked out for the Enhanced and Critical Service Levels, however each service	Please provide one representative list price and

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			level will require a unique list price, can the state update the template to distinguish separate list prices for each service level? Alternatively, if it is the intent that the pricing in this section only include standard warranty and support after warranty should be included in the Options/Upgrade section please specify as such.	apply separate discount off lists per service level tier.
270	Lot 5 & 6	Appendix C Cost Submittal	What is the purpose of the “Discount off List for all other Low End Servers/Cells” cells in the Lot 5 Cells, C50 and Cell C56 Lot 6 Cells? If discounts need to apply to all potential non-best value configurations, please specify the technical requirements range for Low, Medium and High End Server ranges.	We would like the Offeror to be explicit in terms of the overall discount off list that is applied to the potential non-best value configurations. This discount off list should be representative of the discounts applied to each corresponding service tier. The technical requirements are specified in each “Component” and associated “Minimum Requirements.”
271	Lot 5 & 6	Appendix C Cost Submittal	How many years’ post warranty service is required? Please confirm (4) years of support is required for all products.	4 years are the minimum years of support required for all products. We will allow up to 60 months however.
272	Lots 5 & 6	Appendix H Technical Submittal	Can you provide the location(s) where the equipment is to be in production?	In Commonwealth-owned or Commonwealth-managed locations.

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#	RFP Page Number	RFP Section Reference	Question	Answer
	Section 19 Consumption Model			
273	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	If offsite hosting of the equipment and services is allowable, are there locations restrictions? If so, please list.	Offsite hosting is beyond the scope for this RFP
274	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	In a consumption model, can you provide the starting capacity in storage and servers you require, and expected growth for the next 4 years.	This information is not available at this time.
275	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Can you please specify the length of the procurement contract? Minimum years and any extensions.	The term of the contract(s) will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. The Commonwealth may renew any of the contracts for up to two (2) additional years.
276	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Does the State have specific software or OS requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
277	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	For a consumption model, does the State allow the use of offsite Administration or does the State need any assistance with administering the storage and server environment.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
278	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Initial workloads? Is there legacy equipment HPE – Financial Services could buy back and remove ongoing maintenance cost.	This is dependent upon the contract under which the legacy equipment was procured.
279	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How is Demand Management integrated with Capacity Management to ensure that capacity is adjusted in accordance with demand forecasts and patterns?	The Commonwealth expects the Offeror to propose pricing models that include demand and capacity management.
280	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Is there a formal capacity plan produced yearly, that incorporates Business forecasts and requirements?	The Commonwealth does not have this information at this time.
281	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the average hardware utilization rate before you have to order new hardware?	New hardware is ordered to replace end-of-life hardware and the implementation of new applications/projects.

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282	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is your desired infrastructure state? (Hybrid private/public?) Is infrastructure shared/optimized across projects and business?	This question has no bearing on an Offeror's response to this RFP.
283	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the typical provisioning lifecycle, from concept/requirements to full scale production deployment?	This can vary project to project and agency to agency.
284	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How are you dealing with increasing IT demands while trying to mitigate risks and cut costs? If the infrastructure is over-provisioned, how much extra capacity (%) do you typically add?	This can vary project to project and agency to agency.
285	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How does IT demonstrate their value to the business in terms that the business understands?	This question has no bearing on an Offeror's response to this RFP.
286	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever experienced a sudden, sustained and unexpected surge in IT services?	This question has no bearing on an Offeror's response to this RFP.

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#	RFP Page Number	RFP Section Reference	Question	Answer
287	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever “run out” of IT Infrastructure capacity, or got so close to 100% processing/storage capacity that you’ve had to take urgent action, e.g. rent temporary capacity or request urgent approvals?	No, the Commonwealth has not experienced this.
288	29	C	Can the PRIME also be Small Business and Small Diverse Business entity as a single source?	In order to qualify as an Small Diverse Business, a business must first qualify as a Small Business. A Small Diverse Business is, by definition, a Small Business. A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. Please refer to RFP Part I, Section I-13 of RFP 6100039046.
289	20	C- #5	Maximum 200 points: Can the SB and SDB be the same company in calculation of the points or does it have to be 2 separate companies.	Please refer to the answer to Question #288 . A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. A Small Diverse Business by definition is an Small Business. However, an Small Diverse Business receives a higher percentage of points than an Small Business in

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				scoring. Please refer to the scoring formula in RFP 6100039046 Part III, Section III-4C5.
290	4	Calendar of Events	What is the anticipated award date of the contract after submittal to the commonwealth of PA after January 27, 2017?	The Commonwealth cannot determine a timeframe at this time since we are not sure how many proposals will be received for this procurement.
291	35	Requirements IV-3	(3) years of experience working with public sector clients. Additionally, Offeror must have experience serving at least one (1) large state government similar to the Commonwealth. Question: Does 9 Years Public Sector Experience in Federal Accounts (Both DOD and Civil) by SDV meet your requirements?	That would satisfy the requirement for (3) years of experience working with public sector clients. Please note this is not a mandatory requirement, this is a preference and will be evaluated as part of the vendor proposal.
292	35	(i)	Offerors must be able to provide a punch-out site for order placement. CLARIFY PUNCH OUT SITE: 1.DEDICATED WEB PAGE TO PA FOR ORDERS ELECTRONICALLY? WHAT TYPE OF PAYMENT (CREDIT CARD) OR OPEN PO.? More DETAILS NEEDED ON THIS REQUIREMENT.	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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293	Lot 6 SAN switches	Appendix C Cost Submittal	Redundant SAN switches to initially support 20 connections (16 connections to 8 servers, and 4 connections to 1 storage array). Expansion capability to 64 ports was requested. Will the expansion ports be for servers, storage, or both?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
294	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Does the Commonwealth of PA want separate block and object storage devices, or do they anticipate running mixed block and object storage environments on the same storage devices?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
295	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the total usable space requested. The best value arrays were requested with capacities of 4 TB (RAID5), and the non-best value arrays were requested with capacities of 2 TB (RAID5). Are these usable or raw capacities? Are the 4 TB and 2 TB capacities per controller or per array? 1 PB total usable storage was also specified. Please clarify how the specifications calculate to 1 PB.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
296	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Initial arrays were requested with 4 TB and 2 TB capacities, with anticipated quantities of 25 over the 3-year contract. Does the Commonwealth of PA anticipate storage additions to the initial array(s), or 25 separate arrays? If 25 separate arrays, will these reside in the same data center,	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on

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#	RFP Page Number	RFP Section Reference	Question	Answer
			and will they replicate to each other? If separate arrays will reside in separate data centers, how far apart will these be?	the needs of the agency at the time of order.
297	Lot 6 Non-best value object storage arrays	Appendix C Cost Submittal	The non-best value object storage array mentions FC, iSCSI, and IP-based, but the switches requested are to support 4 Gb/sec, which would be FC. Please clarify if the Commonwealth of PA looking for iSCSI, FC, or FCoE storage, and what switch technology.	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
298	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What types of IT administrative servers will be in use? Physical servers, or virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
299	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What server environment(s) will be deployed? Physical servers? Virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Server environments may include, but are not limited to, DEV, CIT, TRG, TFP, UAT, & PROD. Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
300	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What percentage of your current storage is a) Dell, b) EMC, c) HDS (Hitachi), d) HPE, e) IBM, f) NetApp, and g) Nimble?	This question has no bearing on an Offeror's response to this RFP.

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#	RFP Page Number	RFP Section Reference	Question	Answer
301	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What self-cleaning technology is in use today on a) servers, b) desktops, c) laptops, d) tablets, and e) storage?	Please review the Commonwealth's ITP SEC-015, Data Cleansing Policy, for more information on the broader spectrum of Self-Cleansing requirements.
302	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Best Value Storage compared to Best Value Block Storage and Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
303	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Non-Best Value Storage compared to Non-Best Value Block Storage and Non-Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
304	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	The RFQ specifies "8 Storage Volume Controllers(SVC) nodes, configured in two (2) node clusters providing four (4) I/O Groups." This requirement is specific to old technology IBM storage. Is the intent of Lot 6 of this RFQ to essentially lock out other vendors (OEMs)? If not, then the specifications of Lot 6 need to be rewritten to encompass more modern storage	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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			offerings from all eligible vendors (HPE Dell, EMC, HDS, IBM, NetApp, and Nimble).	
305	Lot 5 & 6 Services - Options - Monitors	Appendix C Cost Submittal	Please clarify the following service: "Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)." Does this refer to returning failed disks (with keep your disk support) to the Commonwealth of PA's warehouse, via a shipping or courier service?	This service refers to the shipment of decommissioned devices from the agency to the DGS Surplus Warehouse by the Contractor.
306	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Although we have read the reference document, we would like further clarification on what is meant about "Self-Cleansing Lot 5 Capabilities".	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
307	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	It has been noted that the configurations are based on years old technology. Would you prefer that we quote refurbished in order to meet the specifications? If not, we will need better guidance on what your needs are so that all bids will still be comparable.	The requirements are for new equipment. Please provide proposals that meet the Commonwealth's minimum requirements as stated in Appendix C. In the adjacent columns, please provide your suggested enhanced specs in the corresponding "Actual Spec Proposed, if higher" column.

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#	RFP Page Number	RFP Section Reference	Question	Answer
308	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Could you clarify what your goal is for "Non Best Value Configurations"?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
309	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You mentioned "Image Deployment "but most servers were configured with no OS. Can you clarify what OS and deployment options you require?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
310	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You included "Hard Drive Removal" in this section but specified "Keep Your Hard Drive" in the configurations. Can you clarify?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
311	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades" you include options that depend on the individual specification/configuration. How would you like that to be noted?	Please provide the respective individual specification/configuration in the associated "Notes, if any" column or in the "Additional Options" section at the bottom of the "Services – Options – Upgrades" section.

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#	RFP Page Number	RFP Section Reference	Question	Answer
312	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades", what do you mean by "HBA requirement"? Above, you specified 2 different type of HBAs.	Offerors should respond with the HBA's that it can provide.
313	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	For "Disk Wipe", do you have a preferred method?	Please refer to the information provided in ITP SEC-015.
314	LOT 5	Appendix C Cost Submittal	Since an emerging cost effective technology for servers is the modular or blade server implementation, would it not behoove the Commonwealth to add a modular configuration to the pricing analysis? This would provide a more accurate assessment to the Commonwealth of future costs. It would greatly enhance our thought process in truly understanding your virtualized environment today and how we can shape its tomorrow for the commonwealth. Alternately, could a separate or 'sub lot' be added for this technology?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
315	36	IV-3. A.2.i	To increase competition with qualified OEMs, will the Commonwealth consider revising their choice for Gartner's Magic Quadrant for Modular Servers to include more current version(s) from 2016?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
316	Tab Lot (all)	Appendix H Technical Submittal	Does the state want references to highlight the qualifications of the OEM, the offeror or both?	The qualifications should focus on the Offeror's ability to provide the OEMs products and services.
317		RFP	How does this contract differ from COSTARS contract 3	The awarded contracts are for Commonwealth agencies to utilize. COSTARS contracts are not available for use by commonwealth agencies.
318		RFP	What agencies would procure product from this contract that cannot purchase off COSTARS? Why would an agency utilize one over the other?	Please refer the answer to Question #317 .
319	8	I-12	The RFP states "Offerors shall submit two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive". Does the Commonwealth want two CD-ROMs or Flash drives with one copy on each?	Yes.
320	Lines 13-16; Lines 17-20 SLA ID AM-04.1 and SLA ID AM-04.2	Appendix K. SLAs	These SLAs appear to be created for OEMs selling direct. As a reseller of the equipment, we cannot control certain aspects of the requirements listed in these SLAs. Will the Commonwealth consider revising these requirements to accommodate resellers wishing to bid?	No.

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321	5	I-5. Type of Contract	According to the RFP, "It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in Appendix A." Does the firm, fixed price refer to both product procurement and services contracts?	Yes.
322	Lot 5 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, within the functional parameters alone, there are multiple options (blades vs. rack-mount, 1u vs. 2U, centralized vs. distributed vs. shared infrastructure, highly-densed drives v.s highly-densed CPU, L1 vs. L2 vs L3. for caching, SLC v.s MLC vs. TLC for SSD, 10k vs. 15k vs. SATA/NS-SAS for HDD, etc.). In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order
323	Lot 6 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, in regard to converged vs. hyperconverged infrastructure, along with software-defined storage, there are open-ended hardware parameters within the spreadsheet. For instance, for the Intel Xeon E3-1220 - is the Commonwealth referring to Broadwell or	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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			Hashwell? For RAM, are you referring to LRDIMM or RDIMM? Each has a different capacity and each supports different processor models, and different servers support different processor cores/model. In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	
324	Lot 6 Configuration s	Appendix C Cost Submittal	How does the Commonwealth plan on addressing backup and recovery since it is not called out as a specification?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section.
325	Lot 6 Configuration s	Appendix C Cost Submittal	How does the Commonwealth plan on addressing a Converged/Hyperconverged infrastructure, as it is not called out in the specifications?	Please refer to the answer to Question #2 .
326	Lots 5 and 6 Consumption Based Pricing	Appendix C Cost Submittal	In regard to the consumption model cost request, does the Commonwealth want to see pricing offered for different classifications of storage (for instance, slow = .01 fast = .05 and super-fast = .10 or some delineation of class of storage)?	The Commonwealth will review responses based on options provided.
327	Lots 5 and 6	Appendix C Cost Submittal	Will the Commonwealth allow bidders to show price deviation methods (meaning, the price can increase or decrease depending on the amount consumed by the Commonwealth)?	This is based on the pricing model proposed by the Offeror.

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328	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "yes", against what mean average will each bidder be considered?	This is based on the pricing model proposed by the Offeror.
329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options

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				should be included in the "Options" section.
334	A.	Appendix L - Service Management Integration Requirements	Per A. a., "a. Offeror must use the Commonwealth's current integration model, data model, and error handling methodology, which are subject to change*." What is the Commonwealth's current integration model, data model, and error handling methodology for the ITSM system?	Please refer to the answer to Question Number #91 .
335	Lot 6 Consumption Based Pricing	Appendix C Cost Submittal	Will the Commonwealth provide their current storage utilization information, as well as expected growth over the next 5 years?	This information is not available at this time.
336	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide performance criteria? E.g. 2ms response times for block storage, 5ms for file storage and 10ms for object storage.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
337	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide availability requirements? E.g. 99%, 99.99% or 99.999% uptime requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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338	Lot 6 Line 33	Appendix C Cost Submittal	Do you want a total of 20 ports in the bid response or 20 ports per switch?	The minimum is 20 ports.
339	Lot 6 Lines 25, 33, 34	Appendix C Cost Submittal	The term “GB” is used – what does this mean (Gigabyte, Gigabit, something else)?	The term GB refer to “Gigabyte.”
340	Lot 6 Line 34	Appendix C Cost Submittal	How many switches do you want in the bid response – 1 or 2?	There is a minimum of 20 ports, regardless of the number of switches.
341	Lot 6 Line 35	Appendix C Cost Submittal	Why are you asking storage vendors to bid HBA’s. We think this belongs in the server lot	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
342	Lot 6 Lines 37, 38	Appendix C Cost Submittal	The term “SVC” is used. What does this mean? IBM’s virtualization engine? If we are not using IBM as our OEM supplier, how do we bid SVC? We were told we have to stay within one OEM’s product line.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
343	Lot 6 Line 40	Appendix C Cost Submittal	Are you asking us to include in our bid a 64 port switch with 20 SFP in it?	The requirement is for the switch(es) to be scalable to 64 ports.
344	Lot 6 Line 41	Appendix C Cost Submittal	The newer 16Gb and 32Gb FC specs, do not allow for arbitrated loop. Only 8Gb specs and	This issue is addressed in the revised Appendix C, Cost

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			lower provided for AL support. 8Gb optic support in newer switches is unavailable or very limited and may not meet port count/scalability specifications. Is this acceptable?	Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
345	Lot 6 Line 44	Appendix C Cost Submittal	“Ability to support 146GB... drives”. Is support for 146GB drives a requirement? Newer storage subsystems support a 300GB minimum size for 15K and 10K SAS drives.	146GB is the minimum. Offerors may quote any drive that exceeds these specifications.
346	Lot 6 Lines 47, 48	Appendix C Cost Submittal	How will “Scalability” and “Reliability” be measured?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
347	Lot 6 Line 115	Appendix C Cost Submittal	“SCSI” is assume to mean “iSCSI”. Is this a correct assumption?	Yes, that is correct.
348	Lot 6 General	Appendix C Cost Submittal	There are a number of specs/minimum requirements that call out 4GB (vs Gb, we assume gigabit?). Is support for 4Gb HW required? Newer storage subsystems support 8Gb HW and up. However, 8Gb HW can support 4Gb speeds. This is specifically critical in responding to line 112, as it requests for “4GB” Storage Controller FC interface upgrade costs. Our vendor partners no longer support 4Gb HW.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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349	Lot 6 General	Appendix C Cost Submittal	What is self-cleansing technology? Can you provide an example?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
350	Lot 6 General	Appendix C Cost Submittal	Do we include racks in our bid response or are you providing standard racks?	Offerors may propose racks as an option.
351	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth is asking for MFD pricing separately but it has placed an MFD in the Market basket. Would the Commonwealth consider removing that item (J7X28A#BGJ) from the Market Basket?	Yes, the Commonwealth will replace and remove this item from the Market Basket.
352	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth has publicly stated that it wants to do away with Desktop/single function printing. Would the Commonwealth consider removing from the Market Basket the single function printers part #s CN550A#B1H and E6B69A#BGJ?	Yes, the Commonwealth will replace and remove these items from the Market Basket.
353	Lot 3 Market Basket	Appendix C Cost Submittal	Schneider and APC are the same company. Will the Commonwealth make any adjustments here?	Yes, the Commonwealth will make the consolidation of both listed companies under APC.

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354	33-36	Part IV	Will the Commonwealth re-consider allowing "Offerors" to submit a bid for more than one manufacturer where stated only one is permissible?	No.
355	Defective Hardware Replacement SLA ID 06.1	Appendix K. SLAs	Will the Commonwealth detail the time frame in which a product is considered defective?	Please refer to Section 12, <i>Acceptance</i> , of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.
356	All	Appendix K. SLAs	Can any or all of the SLAs be waived if so noted on the PO?	Yes, if noted in the purchase order.
357	34	Section C	Will the Commonwealth explain the role of the back-up awardee?	The role of the back-up awardee is to ensure full coverage of IT peripheral devices in a case where the best value provider does not have access to a product requested by the commonwealth.
358	8 Section 19	Appendix A	Presently invoices are submitted to one address. Is the statement below the intention moving forward? Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line	Invoices will still be submitted to one address but separate billing accounts must be established by the contractor so invoicing is submitted to the correct agency.

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			item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.	
359	3	Section 6	P-Cards taken via the telephone exposes the Commonwealth to a high risk of fraudulent orders. Will the Commonwealth entertain a more secure way to process P-Cards?	The prefer method of acceptance is over the phone. The commonwealth will review additional options of P-Card acceptance with the awarded Offeror(s)
360	Lot 2 - Rugged Devices	Appendix C Cost Submittal	In regard to the Hard Drive requirements for the rugged laptops, is the Commonwealth of PA looking for an HDD or SSD option? Is there a preference? Would either option be considered?	The Commonwealth prefers a Solid-State Drive; however, a hard disk drive is acceptable.
361	Services	Appendix C Cost Submittal	Custom integration (<i>imaging/asset tagging/BIOS</i>) adds time to the manufacturing process. How many additional days are acceptable for customized orders?	Additional time will be addressed between the Contractor and the agency if a change occurs after the start of integration.
362	SLA ID - AM-04.1	Appendix K. SLAs	Referencing the 10 Day SLA for product order to ship...is there a possibility this 10 day can/ will apply to only the base unit configuration without customization of upgrade options?	Applies to all units.

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363	Lot 1, Desktops	Appendix C Cost Submittal	Since all microprocessors are not created equal, we believe using a generic parameter like clock speed could lead to disappointing performance, and therefore may not be in the best interest of the State. Would the Commonwealth consider adding Intel processors as a requirement, and that the Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered?	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.
364	Lot 1, Desktops	Appendix C Cost Submittal	The Commonwealth is requesting 1 DVI port on the desktop. Would you accept a DisplayPort an acceptable option?	Yes, a DisplayPort would be an acceptable option. If a replacement, then an adaptor to DVI must be included.
365	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth has standardized on Windows 10. Is the Win7 downgrade still required?	At this time, Windows 10 Pro will be accepted with the Windows 7 downgrade. The agencies then have the ability to reimage with Windows 10 Enterprise and will provide the licensing information at the time of the purchase.
366	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with A/C wireless standard. Is this acceptable?	Yes, A/C wireless is acceptable.

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367	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with Bluetooth v4.x. Is this acceptable?	Yes, so long as it meets or exceeds minimum requirements set forth in the specifications.
368	Lot 1, Laptops	Appendix C Cost Submittal	An optical USB mouse with scroll is listed as standard. Please confirm this is correct and required to ship with each laptop ordered.	Yes, it is correct and is required to ship with each laptop ordered unless otherwise identified in the SOW or Purchase Order.
369	Lot 2, Non-Traditional Desktops	Appendix C Cost Submittal	Are these meant to be Workstations?	The definition of Non-Traditional Desktop includes zero client and thin client.
370	Lot 5 & 6 Servers and Storage	Appendix C Cost Submittal	Under the Universal Options section can you please clarify the "Preparation for Shipment"	Please refer to the answer to Question #260 .
371	Lots 1, 2, and 4	Appendix C Cost Submittal	<p>In Appendix C, the term of the lease requested for Lots 1,2, and 4 is four years. However, more detail is needed to ensure all parties are quoting the same. There are three aspects that need clarification: lease type, payment frequency, and payment timing. Please advise on the following:</p> <p>1) Lease Type: Is this a Fair Market Value lease? 2) Payment Frequency: Are payments to be monthly, quarterly, or annually? 3) Payment Timing: In arrears or in advance?</p>	<ol style="list-style-type: none"> 1) Lease Type: Fair Market Value. 2) Payment Frequency: Annual. 3) Payment Timing: In advance following initial invoice.

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#	RFP Page Number	RFP Section Reference	Question	Answer
372	38	IV-3.B.5	<p>The Services section of the RFP reads that “The Contractor must honor all quotes for at least ninety (90) days.” Is this 90-day validity period also to be considered the validity period of lease rate quotes in Appendix C? Since leasing rates by nature are not able to be held for extended periods of time, we need to understand the validity period expected.</p>	No, it is not.
373	36	IV-3. A (5) (i)	<p><u>Lot #5 Requirement:</u> "Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Magic Quadrant for Modular Servers - May 2015 will be considered for this lot: (a) Dell, (b) HP, and (c) Lenovo."</p> <p>If the Commonwealth wishes to limit offerors to provide Gartner "Magic Quadrant" leading solutions, please update the RFP to refer to the most current May, 2016 Gartner Magic Quadrant report found at: https://www.gartner.com/doc/reprints?id=1-2EEWKHH&ct=150504.</p> <p>[The current RFP qualification is based on an out-of-date market analysis which has been superseded by Gartner's most current "Magic Quadrant for Modular Servers" dated May 2016. The use of an out-of-date industry analysis artificially creates an exclusionary specification</p>	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			and an unlevel playing field among otherwise qualified offerors.]	
374	34	IV-2 (E) (1) & Appendix H Technical Submittal Response Template and Appendix C Cost Worksheet	<p><u>Lot #5 Requirement:</u> "(1) The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the "Best Value OEM" for Lot 5."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5.</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.</p> <p>b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.</p>	<p>a. Appendix H: The Commonwealth evaluate the products from a technical perspective.</p> <p>b. Appendix C: You are correct, costs will be evaluated based on the standard specifications provided.</p> <p>c. Technical standards are based on the specifications listed in Appendix C.</p>
375	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal</p>	<p>a. Correct.</p> <p>b. The devices identified are strictly to be used for vendor</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>Response Template, may submit a proposal for Lot 3."</p> <p><u>How were the named vendors determined that appear on Appendix C?</u></p> <p>a. The title, "Top Manufacturers" does not appear to relate to technical industry solution rankings in each category, but rather solely to existing Commonwealth suppliers/historical spend.</p> <p>b. This constitutes an exclusionary spec which effectively limits competition to existing Commonwealth suppliers who appear as the a single manufacturer brand per solution category in Appendix C, e.g.,</p> <p style="padding-left: 40px;">i. in the category of "Communications/Conferencing", Appendix C essentially names only Microsoft/Polycom as named communications suppliers.</p> <p style="padding-left: 40px;">ii. Other industry leading OEM brands currently in the embedded base are completely missing from Appendix C, e.g., the global market leader for video endpoints have been excluded from the named brand list.</p>	<p>comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.</p> <p>c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>c. How was the historical spend calculated for each named brand?</p> <p>i. E.g., what was the method for determining historical average?</p> <p>ii. Other OEM manufacturers representing higher Commonwealth spend than those listed in Appendix C have been excluded.</p>	
376	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3—Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p> <p><u>This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.</u></p> <p>a. While non-named manufacturers can be included under the umbrella post award via the "maximum" mark-up, please explain how a fair best value comparison can be conducted across the "non-named brands" since there is no comparable data provided for analysis, and the</p>	<p>a. Using historical spend, the Commonwealth wanted to capture the manufacturers that represented the majority of that spend, with a designated maximum markup for any other manufacturer that is not mentioned.</p> <p>b. Please provide additional proposed technologies in Appendix H: Technical Submittal.</p> <p>c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>data provided is not standardized across providers?</p> <p>b. The bid encompasses a broad scope of technology solutions each of which should be evaluated by technology-specific performance/cost criteria. Some of these lend themselves to a purely cost based analysis, e.g., power supplies, printers, cameras, scanners. However, other more complex technologies, e.g., Communications, Video Conferencing, require "best value" evaluation of technical specifications to ensure equal comparison before determining resulting costs. This RFP contains no technology specifications for evaluation of the proposed technologies, particularly in the categories of "video conferencing" and "communications".</p> <p>c. Would the Commonwealth consider separating these into different lots or solicitations?</p>	
377	33	IV-2, C (2) (ii)	<p><u>Lot #3 Requirement:</u> Please define what "Communications" means and includes in the context of Lot #3 - IT Peripherals in this RFP, e.g., does "communications" include wireless access points? IP Phones? Video Conferencing endpoints?</p>	<p>A communication device is a hardware device capable of transmitting an analog or digital signal over the telephone, other communication wire, or wirelessly. Yes.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
				Yes.
378	33	IV-2 . C [1] and Appendix H Technical Submittal Response Template	<p><u>Lot #3 Requirement:</u> "(1) The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option. Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references. b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term.</p>	Based on the cumulative Technical, Cost, and SDB / SB scores, the Commonwealth will ultimately make a decision on deeming an Offeror "Primary" and an Offeror "Secondary" to fulfill their required needs

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#	RFP Page Number	RFP Section Reference	Question	Answer
			d. Pricing does not consider or include support/subscription maintenance (the all in cost of ownership) of the brand/technology solutions bid in any lot.	
379	Row 21 Volume Capability Speed	Appendix C Cost Submittal	Can the Commonwealth define functional concurrency and the features that it relates to?	Functional concurrency refers to the device being able to print, process print jobs, scan to email and faxing simultaneously.
380	Row 61 Digital Output	Appendix C Cost Submittal	Can the Commonwealth clarify how and why TIFF 6.0 is being used vs other TIFF formats? Would the Commonwealth remove the requirement for devices to support TIFF 6.0 ?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
381	Lot 6	Appendix C Cost Submittal	What is the Commonwealth's desired approach specific to object and file storage?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
382	Lot 6	This issue is addressed in the revised <u>Appendix C, Cost Submittal Response</u>	Please identify in the January 20, 2017 posted version of Appendix C where changes to the IBM-only Storage Volume Controllers were made.	Please refer to Tab “Lot 6” of Appendix C, Cost Submittal Response Template rev (1-26-17), under “Lot 6 – Services –

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#	RFP Page Number	RFP Section Reference	Question	Answer
		<p><u>Template</u>, posted on January 20, 2017, as part of Addendum Number 7.</p>		<p>Options – Upgrades” rows 109, 110, 112, and 113.</p> <p>Also, the rows relating nodes in under the “Lot 6- Storage – Best Value Configurations” and “Lot 6 – Storage – Non Best Value Configurations” have been removed.</p> <p>Additionally, please refer to RFP 6100039046 at Part IV, Section IV-3.A.6 for the revised list of eligible OEMs (or certified resellers) based on the Gartner Leaders Quadrant for General Purpose Disk Arrays (October 2016).</p>
383		Storage Volume Controllers(SVC)	<p>The commonwealth received 9 questions about the requirement for IBM's "Storage Volume Controllers(SVC)" for Lot 6. The answers point to the January 20, 2017 posted version of Appendix C which does not appear to have any changes to the requirement. Please confirm that the State will accept bids for Lot 6 that are not solely limited to an IBM storage solution.</p>	<p>Please refer to the answer to Question #382</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
384	44	IV-3-C-ix-b	Off-Premise Disk Wipe - The requirement states that the device is to be cleansed at its current location, but the requested service is to be off-premise, including pickup and delivery. Please clarify this requirement.	Part IV, Section IV-3.C.2(ix)(b) of RFP 6100039046 has been revised to clarify that cleansing must take place “at a location approved by the Commonwealth...”
385	44	IV-3-C-vii-a	On-Premise Disk Wipe - This requirement states that the Contractor shall pack and pick up the device to be wiped, but the service requested is to be on-premise. Please clarify this requirement.	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised by deleting the phrase “, pack and pick up.
386	43	IV-3-C-vii-c	Hard Drive Removal - In our experience, agencies ask for hard drives to be removed in order to preserve the data on the drives while allowing for the disposition of the PC assets. Requiring drive wipe services in conjunction with hard drive removals will not allow this to happen, and will also add unnecessary cost to the Commonwealth if the disk wipe is specified but not performed. Will the Commonwealth consider removing the data wipe requirement from this and procuring any data cleansing services needed using the On- or Off-Premise Disk Wipe service? In this way the Hard Drive Removal service would consist only of removing the hard drives and providing them to an agency-designated employee?	If necessary, prior to the hard drive removal/whip, the agency, in cooperation with the Contractor, will verify the backup of the hard drive data has been completed.

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#	RFP Page Number	RFP Section Reference	Question	Answer
387	43	IV-3-C-vi	Preparation for Shipment - This task does not indicate the requirement to disconnect existing PC equipment, and remove it from the desk area, but only packaging equipment for shipment. Does the Commonwealth require de-installation services as part of this service?	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised to add the phrase "Disconnect existing PC and peripheral equipment and remove it from the desk area."
388	44	IV-3-C-vii-d/e/f	"Hard Drive Removal - The section of hard drive removal discussing end of lease or defective hard drives seems to be a contact requirement, and not an optional service. Does the Commonwealth intend to have these services as optional, or are they required? (d) Contractors must allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Agency with no additional cost to the Commonwealth: (e) The Commonwealth may keep the defective or leased hard drive. (f) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015." "	These services are required as part of the lease.
389		Q& A # 178 IV-3-C-x and xi	Can the Commonwealth confirm that when transporting any type of device, it wants the Contractor, not agency IT personnel to be responsible for data backup? In the case of many system types, including servers and storage, it may not be feasible for Contractor personnel to perform and ensure backups are	Please refer to the revised response to Questions #178.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			correct, given the disparate agency backup systems in place.	
390	Lots 5 and 6	Q& A # 253 and Appendix C, Cost Submittal	For OEMs that do not provide a single list price, but perform list pricing based on the service level chosen, how is a reseller to provide that information to the Commonwealth? Should the reseller provide the highest list price and then adjust the discounts accordingly?	The OEM's certified reseller should provide the list price that most accurately represents the service level associated with the device and adjust the discounts accordingly.
391	Lot 6	Appendix C Cost Submittal	I would like clarification on the answer given to Q&A question #73 which appears to be in conflict with the pricing sheet allowing for an All Other Storage Discount. The answer seems to indicate that all other storage is to be sold at the "Non Best Value" discount rate. Can you please clarify – Is the discount rate on the Best Value and Non Best Value just for those specific proposed minimum configurations ONLY or does the discount need to apply to ALL other future storage purchases configured and solutioned at a later time?	The discounts shall apply to all future storage purchases made through the awarded contracts.
392	Lot 6	Appendix C Cost Submittal	The Answer to Question 238 is "This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017 as part of Addendum Number 7", however, there does not appear to be any change. What change was made to lot 6 or is to be made?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9.

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#	RFP Page Number	RFP Section Reference	Question	Answer
				Additionally, please refer to the answer to Question #382.
393	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC controller eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382.
394	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC RAM eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382.

Date: February 2, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 11

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

- Questions and Answers Information Technology Hardware rev. (2.02.17)
- Appendix C, Cost Submittal Response Template rev. (2.02.17)

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center*

*2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops		\$ -
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ -
3 - General IT Peripherals		\$ -
4 - Apple Devices		\$ -
5 - Server Hardware		\$ -
6 - Storage Hardware		\$ -

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#	RFP Page Number	RFP Section Reference	Question	Answer
1	4	Calendar of Events	Dates for Pre-Proposal Conference has been moved out more than 2 weeks to Jan 5th, 2017. Will the dates for Questions, Response to questions, and the final Due Date for RFP also be moved out accordingly	Yes, the due date for the RFP response has been extended to February 10, 2017.
2	36,37	IV-3. A (5), IV-3. A (6)	Will the Commonwealth accept submissions for hyper-converged Server & Storage solutions based on Manufacturer hardware noted? Specifically, Dell is an OEM provider for many of the leading hyper-convergence providers and is listed as an acceptable Server & Storage manufacturer. The Commonwealth indicates an interest in the 'latest in related computer-based technologies,' of which hyper-convergence would fit, as it delivers more efficient data capabilities on less physical infrastructure and associated costs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7. The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
3	38	IV-3. A	Lot 5-Server Hardware indicates only Intel servers. Are IBM Power Systems servers part of the RFP or will they be added via an addendum or related request?	These devices will be procured through a separate procurement.
4	35,36	IV-3. Requirements. General IT	What platform does the State's punch-out system run on?	The punch-out system runs on SAP Supplier Relationship Management 7.0.

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#	RFP Page Number	RFP Section Reference	Question	Answer
5	35,36	IV-3. Requirements	It states that "(ii) Offerors must be able to provide a punch-out site for order placement." Does this mean that you need the Supplier's system to feed into the State's already existing punch-out system?	Yes, that is correct.
6	38-39	IV-3. Requirements. B. Associated Services (4)	Without knowing an exact order date vendors cannot give an exact delivery date. Therefore, can the expected delivery date be removed as minimum included for quotes?	This section refers an estimated delivery date based on the vendor working with the agency. The final delivery date will be set in accordance with the applicable Service Level Agreement listed in Appendix K, Service Level Agreements.
7	38-39	IV-3. Requirements. B. Associated Services (4)	Service purchase orders are not always available when ordering hardware, can "other related purchase orders for service date" be removed as minimum included for quotes?	No, please refer to the answer to Question #6 .
8	Quote Accuracy Consistency (QAC)	Appendix K SLAs	What is the criteria that all quote accuracy is based on?	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.

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#	RFP Page Number	RFP Section Reference	Question	Answer
9	39 and 44	IV-3. Requirements. B. Associated Services (5)	Custom quotes may be available to honor up to 90 days or more, but on a continual basis due to continual industry technology changes, will the Commonwealth consider keeping with the industry standard of 30 days?	No, the Commonwealth will not amend this requirement.
10	41 of 44	IV-3. Requirements J. Quarterly Report	Can the Commonwealth modify the requirement of Agency Information in the Quarterly report to "Agency Information, if provided"	No, the Commonwealth will not amend this requirement.
11	Customer Inquiry Response Time (CIRT)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with giving prompt customer service, will the Commonwealth consider removing this SLA and instead confirm that if a request is brought to The Supplier's attention by the Office of Administration, that the supplier has four (4) business hours to acknowledge and confirm follow-up for the subject request?	No, the Commonwealth will not amend this service level agreement.
12	Quote Accuracy Consistency (QAC)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with providing accurate quotes based on the Commonwealth preapproval per the RFP term confirmed for quote requirements, will the Commonwealth consider removing this SLA?	No, the Commonwealth will not remove this service level agreement.
13	Quote Delivery for Catalog Items (QDCI)	Appendix K. SLAs	It is understood that all quotes will be instantly available online for the approved standards. Anything else would be a custom quote request which is entitled to a well thought through custom configuration based on the customer's	This SLA refers to catalog items, not items that would require custom configurations.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			needs. In consideration of this, will the Commonwealth consider modifying this SLA to a date agreed upon between the ordering entity and the Supplier?	
14	Order Delivery (OD)	Appendix K. SLAs	Given that the industry standard averages 3 weeks on delivery, will the Commonwealth consider modifying this this SLA to 15 business days for the preapproved modeled Standards on contract, 20 business days for customized Standards?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.
15	Order Delivery (OD)	Appendix K. SLAs	Given that some issues can occur within an order, will the Commonwealth consider modifying this SLA to 95% fulfillment?	No, the Commonwealth will not amend this service level agreement.
16	Invoice Receipt (IR)	Appendix K. SLAs	Given that many Agencies request for scheduled deliveries and special services, will the Commonwealth consider modifying this SLA to from sixty (60) days to a date mutually agreed to by the Supplier and the Ordering Entity?	No, the Commonwealth will not amend this service level agreement.
17	Defective Hardware Replacement (DHR) Appendix K. SLAs	Appendix K. SLAs	Given that some orders are customized, replacement product will not always be readily available for an overnight shipment. Will the Commonwealth consider modifying this the days to the same days set in the Order Delivery SLA per each Lot?	No, the Commonwealth will not amend this service level agreement.

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#	RFP Page Number	RFP Section Reference	Question	Answer
18	Billing #19	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Not all PO's contain an Agency on the "Bill To" section of the PO. If an agency isn't defined in the "Bill To" of the PO, how do we respond?	Invoices on PO's should be sent to the Office of the Budget, resource account found at http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx . Invoices should be submitted in an email with the invoice attached as a PDF document, or mailed to our PO box where the invoice would then be scanned into our workflow process. Invoices, as a matter of usual and normal practice, should never be sent to the agency first.
19	4-year Warranty On-Site Next Business Day	Appendix C Cost Submittal	If options (i.e.) docking stations, mice, bags are ordered separately are they also needing the 4-year Warranty On- Site Next Business Day? Or only when ordered in a bundled unit?	All products ordered shall have a four (4) year warranty including options.
20	Lot 1 Laptops and Ultra-Portable Laptops	Appendix C Cost Submittal	When building a laptop with an i5-7200 and i7-7500 Windows 7 cannot be installed, will Win 10 be accepted without the Win 7 downgrade? Or will you accept a i5 and i7 6000 series processors?	Yes, Windows 10 will be accepted without the Windows 7 downgrade. An agency may choose to reimagine the device with Windows 10 Enterprise or provide the vendor with Windows 10 Enterprise licensing information at the time of the purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
21	Lot 2 Rugged Laptops	Appendix C Cost Submittal	Would you prefer a Solid-State Drive over a Spindle Drive, because a spindle drive is more fragile?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
22	Lot 2 Rugged Tablets	Appendix C Cost Submittal	Will the Commonwealth accept a 3rd party product for a category in the Lot not manufactured by the bidder but is authorized to resell?	Yes, so long as the device meets the Commonwealth's specifications.
23	Lot 2 Rugged Tablets	Appendix C Cost Submittal	The spec calls out a 7-inch screen, would you consider a like or better screen?	Yes. Please provide available specs for like or better screen.
24	Lot 2 Non-Traditional Desktop	Appendix C Cost Submittal	Can you clarify what your definition of a Non-Traditional Desktop means? i.e. Mini, Thin Client	The definition of Non-Traditional Desktop includes zero client and thin client.
25	Options	Appendix C Cost Submittal	If an upgrade is needed i.e. memory, hard drives, is the expectation that these be included in the build at time of delivery, or to save cost, would you be able to install those components to the standard builds?	The expectation is that the options will be included with the build at time of delivery.
26	RFP	4 Calendar of Events	Given that little time there is to respond to a RFP of this scale, and to assist Suppliers to be able to offer the best quality response possible, will the Commonwealth consider releasing answers to questions as they become available?	The Commonwealth will adjust bid posting dates and due dates to allow vendors ample time with responses to all questions.

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#	RFP Page Number	RFP Section Reference	Question	Answer
27	RFP	4 Calendar of Events	Provided that The Commonwealth's answers to questions will yield Suppliers the ability to provide a more complete response, will The Commonwealth consider modifying the Deadline to submit Questions to 7 business days before the proposal due date, but not guaranteeing answers if submitted past January 6th?	Please refer to the response to Question #26 .
28	RFP	4 Calendar of Events	Given the large scope of this RFP and the fact that most Suppliers were not fully staffed with dedicated resources, will The Commonwealth please consider to extend the Proposal due date to February 7th?	Please refer to the answer to Question # 1 .
29	Data Set Delivery (DSD)	Appendix K. SLAs	It states that " The Contractor must provide the required equipment data, description, and specifications details within two (2) business days after equipment delivery date, using the formats, standards, and protocols defined by the Commonwealth". To clarify, after every order processed, the supplier is to provide a report to the end user these details about their order? or are these details to be reported on the quarterly report?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7. SLA SM-01 has been revised to five (5) business days. After every order processed, the contractor must provide a report to the agency within five (5) business days following receipt of the order and also make this information available as part of the quarterly report.

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#	RFP Page Number	RFP Section Reference	Question	Answer
30	27	II-5	If Appendix F COSTARS Program Election Form is submitted, we understand that we will be responsible to pay one COSTARS fee for the Contract if awarded, no matter how many Lots we are awarded. Is this correct?	The COSTARS fee is a per contract fee. The Commonwealth has not determined if it will award a vendor multiple lots as part of one contract. If it is determined the award must be split into separate contract, an Offeror awarded more than one contract from RFP 6100039046, the COSTARS fee will be applied per contract.
31	41	IV-3. Requirements J. Quarterly Report (1)	Since ordering system reported do not capture when an upgrade was selected, reporting on the upgrades cost and quantity is not possible. In consideration of this, will The Commonwealth please consider to remove this requirement?	The ordering system reporting capabilities should provide the commonwealth the ability to see when options are purchased as part of a device configuration.
32	41	IV-3. Requirements J. Quarterly Report (1)	We understand that The Commonwealth wants to see a breakdown of all the sales reported by the base and the upgrade details to verify accurate charging by the Supplier. Will the Commonwealth consider in lieu of this requirement to add a term requiring the Supplier to comply with a Price Audit upon request?	Please refer to the response to Question #31 .
33	21	I-29 COSTARS PROGRAM G. (2)	For this additional report submitted to DGS COSTARS, is this to include the sales just for those that have identified themselves as	This requirement only applies to reporting COSTARS member's purchases

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			COSTARS members or for all sales on the contract?	
34	21	I-29 COSTARS PROGRAM G. (2)	If the report is to include only those that have identified themselves as COSTARS members, and there are not any COSTARS member sales to report for the previous reporting period, should the Contractor report online "No Sales"?	Yes, or wording to that effect.
35	24	II-1 Objections and Additions	We understand that we are to identify any terms and conditions in Appendix A, Appendix K, and Appendix E that we would like to negotiate as well as submit any additional terms and conditions we would like to add to any of these appendices. Is this correct?	Yes, that is correct. A suggested method of incorporating additional terms and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the "Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes" to the Appendices identified in Part II, Section II-1, and that "[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix

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				A, Appendix K, and Appendix E.”
36		II-1 Objections and Additions	<p>The following sentence can be confusing: "Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above." Does this mean that we can submit our additional terms and conditions for consideration, but just not say that our proposed request is conditioned on the negotiation of the terms and conditions?</p>	<p>Offerors may not propose the wholesale replacement of the Commonwealth’s terms and conditions with those of the Offeror’s. To do so would result in the rejection of the Offeror’s proposal as set forth in RFP 6100039046at Part II, Section II-1, Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices:</p> <p style="padding-left: 40px;">“The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.”</p> <p>A suggested method of incorporating additional terms</p>

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				<p>and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the “Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes” to the Appendices identified in Part II, Section II-1, and that “[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E.”</p>
37	35	IV-3 Requirements A. (1) v.	This term for Lot 1 says "Products shall include a four (4) year warranty with on site, next business day service and allow the Commonwealth to keep hard drives." Can the Commonwealth please clearly define the word 'Products'?	Any device, including accessories/peripherals procured as part of the awarded contracts.
38	8. Section 20-Payment	Appendix A. Standard Contract Terms and Conditions for IT	If a Supplier's standard is payment terms 30 days from the correct invoice, which is option b, is it acceptable to indicate this is our method as opposed to options a and c mentioned?	Offerors may propose any changes to Appendices A, K and/or E in accordance with Part II, Section II-1 of RFP

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#	RFP Page Number	RFP Section Reference	Question	Answer
		Supplies and Related Services		6100039046, relating to Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices.
39	Limitation of Liability	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
40	Default	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
41	Termination	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
42	All SLAs	Appendix K. SLAs	Is the Commonwealth opening to additional language recommendations and negotiation on these SLAs?	Please refer to the answer to Question #38 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
43	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that vendors are unable to procure?	Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined. Vendors must be capable of providing 90% of the Top Manufacturers listed in Appendix C.
44	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that are end of life?	Yes, alternatives will be accepted for products that are end-of-life.
45	36 of 44	IV - 3 requirements Lot 3	Will the Commonwealth accept bids from vendors that can't provide 90% on lot 3?	No.
46	24 of 44	Part II Proposal Requirements A Technical submittal	The instructions for the technical submittal state offerors are to include activities outlined in Part IV, Statement of Work. Please confirm IV-4 contract requirements -small diverse business participation and Appendix R - Model Form of Small Diverse and Small Business Subcontract Agreement both within Part IV - Statement of work are to go in the technical submittal and not the SDB/SB Participation Submittal	Please refer to RFP 6100039046FP, Part II – Proposal Requirements introduction (third sentence). “All cost data relating to this proposal and all Small Diverse Business/Small Business – cost data should be kept separate from and not included in the Technical Submittal....” Each

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				<p>Proposal shall consist of the following three separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal”.</p> <p>See RFP IV-4 (D) that Appendix R- Model Form of Small Diverse and Small Business Subcontract Agreement – “The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within (30) days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in Appendix R, Model Form of Small Diverse and Small</p>

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				Business Subcontract Agreement.
47	Term of Lease and B. Payments	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	The lease terms states up to 60 months. However, the pricing sheet only allows for lease payment but does not outline what term. Do you want 48 months? The current contract is 4 years with annual payments. Does the COPA still want the pricing sheet with a 4-year lease with annual payments used for the lease payment?	The Commonwealth will evaluate based on 48-month leases, however, lease terms can be for up to 60 months.
48	36-37	IV-3. A (5-6)	We are a public-sector reseller for Fujitsu, and our team is interested in submitting Fujitsu products for consideration in Lots 5 and 6. Would it be possible to add Fujitsu as an acceptable OEM for these lots? If not, can the Commonwealth explain why it has chosen to limit competition to the chosen OEMs?	The Commonwealth has selected the Gartner's Magic quadrant as an objective industry standard.
49			Can the prime contract holder designate resellers who can operate under the auspices of the prime's award?	No, the prime contract holder cannot designate resellers to operate under the auspices of the prime's award.
50			Can punch-out site be maintained by the OEM instead of the Offeror?	Yes, but the awarded Offeror is still responsible for meeting the requirements of this solicitation.

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51	38	IV-3. A (6)(vi)	<p>Offerors must have the ability to integrate physical hardware, based on Agency requirements, for operational effectiveness. Please provide some examples of "operational effectiveness" for clarity with regards to the Commonwealth's expectations.</p>	<p>Any kind of practice which allows a business or other organization to maximize the use of their inputs by developing products at a faster pace than competitors or reducing defects, for example. Operational effectiveness is often divided into four components: Leading and controlling functional performance, measuring and improving the process, leveraging and automating process and continuously improving performance.</p>
52	36,37	IV-3. A (5)	<p>For Lot 5, Server Hardware – the RFP has narrowed down to Intel-based servers. The Commonwealth has also deployed Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated systems (servers/storage combined). Beyond the Commonwealth, COSTARS members, may also purchase these types of servers and associated warranty/maintenance through the use of current COPA contracts. Is the Commonwealth moving forward with this RFP, without the ability to procure Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated</p>	<p>These devices will be procured through a separate procurement.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			systems (servers/storage combined), along with associated services?	
53	43	IV-4. D.1	Since volumes of purchase are unknown at this time, it would be impossible to agree to a locked-in dollar commitment to a minority supplier at this time. Is it the Commonwealth's intent to evaluate only the percentage of commitment for purposes of the scoring of the Small Diverse Business and Small Business (SDB/SB) submittal?	Yes, the Small Diverse Business/Small Business point allocation is based entirely on the percentage of actual contract spend committed to Small Diverse Business/Small Business.
54	29	III-4. C.1 Contracting Requirements – Small Diverse Business Contracting	For purposes of calculating the percentage of spend, can the Commonwealth clarify if the amounts used for the numerator and denominator are the amounts for services provided by the SDB and SB firms, and that the amounts do not include equipment sourced through the SDB and SB firms?	Please refer to the answer to Question #256 . The full value of purchase orders for equipment and/or software purchases made by subcontractor/supplier count toward the Small Diverse Business/Small Business commitment when then full value of the PO is paid by the Small Diverse Business/Small Business subcontractor/supplier and reimbursed to the Small Diverse Business/Small Business subcontractor/supplier by the prime.

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#	RFP Page Number	RFP Section Reference	Question	Answer
55	Section 26 (Limitation of Liability)	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This term stacks the liability as the contract moves forward and could become a very large number over the 3 to 5 years of the contract term. This may limit participation from vendors. Will the Commonwealth consider altering this term to limit the Contractor's liability to the Commonwealth under the Contract to the greater of \$250,000 or the value of the Purchase Order?	Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.
56	13	I-12. a	Is an e-signature acceptable on the Proposal Cover Sheet, or is an original wet signature required on this sheet and/or all other forms being submitted to the Commonwealth?	The Proposal Cover Sheet must contain an original wet signature.
57		Appendix H. Technical Submittal Response	In an effort to remain sensitive to paper resources, will the Commonwealth accept a reference within our response to our Financial statements webpage?	Yes, if it is provided as a direct link.
58	41 of 59 and 52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Do these sections cover the financing of other non-hardware items, such as the financing of related equipment services described in IV-3. B Associated Services on RFP document Page 38 of 44?	Yes, these sections cover the financing of the hardware, software and any service made as part of the purchase order.
59	44	Appendix A. Standard Contract Terms and Conditions for IT	Can the Commonwealth please provide a copy of the form of the Acceptance Certificate? We cannot locate it on the Forms page of the	Appendix S, Lease Acceptance Certificate, is posted as part of Addendum Number 7.

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		Supplies and Related Services	Department of General Services' webpage (www.dgs.state.pa.us).	
60	44-51	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is it correct to state that the Contractor (hardware vendor) may assign the actual lease for hardware items (including the right to title and the rental payments) to an Initial Assignee as opposed to just the rights to payment?	Subsection H 1 of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, allows for either the assignment of payment to a third party or the assignment of the lease to an Initial Assignee.
61	44-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Will there be separate PO's for the non-hardware items when the hardware is leased, or will there be one PO which explicitly states which items are to be financed versus leased (i.e. will the PO state under which terms & conditions each item will be obtained - Lease (Appendix 1) terms versus Installment Payment (Appendix 2) terms)?	Purchase Orders with a lease involved will only contain leased items. If a standalone service is being purchased outright for a leased device, it should be a separate Purchase Order.
62	46 and 55	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), in Section H it states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee.	In the event of an assignment, the Contractor must provide the assignment document to agency. The agency will then work with the Contractor to obtain any additional information needed.

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			We have not seen one, so we are wondering if there is such a form? Or is there none provided and this is to be a form of the Contractor's devising?	
63	45-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Leasing and in Section C, it states that title shall not pass to the Lessee but remain with the Purchaser at delivery. Please confirm this section regarding title is only applicable to hardware items.	Subsection C of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, provides that title transfers at time of delivery and acceptance only in the case of a Lease/Purchase. Otherwise, title to the Leased Property remains with the Contractor until the "final installment or other concluding payment option."
64	50	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This section indicates "The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and	No, all cost should be included within the lease cost.

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			<p>destruction of any hard drive(s) upon the return of a Leased item."</p> <p>Since the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards or for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) is a service which should be accounted for as a loan and not part of a lease, would it be acceptable to quote a two-part rate for any item with a hard drive, financing the cost for disk services simultaneously but separately from the Item itself?</p>	
65	53 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Installment Payment and in Section C, it states that title shall pass to the Purchaser at delivery. Please confirm that this section is only applicable to hardware items.	Yes, transfer of title as discussed in Section C of Appendix 2 of Appendix A, Standard Terms and Conditions for IT Supplies and Related Services, only applicable to hardware items.
66	52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Our belief is that the non-hardware items (even if related to the hardware items being leased) should always be under the Installment Payment Terms & Conditions of Appendix 2 since there is no title to pass on these items -- does COPA agree?	If non-hardware items are not included as part of the lease payment, then a separate Purchase Order must be issued for the outright payment of a non-hardware item.

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67	52 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Appendix 2 is for Installment Payment, and in Section A, it mentions a Fair Market Value Option, yet Section C states that title passes at delivery, so it is not clear how there could be any Fair Market Value Option. Please clarify.	This issue is addressed in the revised Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, posted on January 20, 2017, as part of Addendum Number 7. Appendix 2 has been amended to delete the reference to fair market value.
68	46, 47, 55, and 56 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), Section H states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee, etc.</p> <p>Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?</p>	Please refer to the answer to Question # 52 .
69	Tab Lot 6	Appendix C. Cost Submittal Response Template	Please provide more clarity differentiating the 3 storage platforms (Best Value Storage, Best Value Object Based Storage and Best Value Block Storage) with workload examples?	The Commonwealth requires pricing and solutions for all three storage platforms. At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.

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70	Lot 6	Appendix C Cost Submittal	Which of the 3 platforms will support File/NAS, and which will support Object/S3?	At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.
71	Lot 6	Appendix C Cost Submittal	Which NAS APIs (CIFs / NFS / SMB) will be required for each platform?	Please refer to the answer to Question #70 .
72	Lot 6	Appendix C Cost Submittal	Are points awarded based on discount percentage or discounted price?	Points will be awarded based on the total extended product and service cost.
73	Lot 6	Appendix C Cost Submittal	Is non-best value a percentage that will have to be honored across any storage configuration?	The discount off list will apply for each specified Storage category (i.e. non-best value block or non-best value object based and any other device purchased as part of the awarded contract).
74	Lot 6	Appendix C Cost Submittal	Please advise how the Commonwealth would like to see the breakdown of the worksheet of data so as to facilitate clear, visible printed data?	Part I, Section I-12 of RFP 6100039046 has been revised to allow for the electronic submission Appendix C, Cost Submittal Template. A paper copy should not be submitted. The Electronic Copy shall be submitted as part of the electronic versions of the

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				proposals required pursuant to Part I, Section I-12.B.
75	38	I IV-3. B Associates Services	Will COPA provide minimum and average number of client systems to be installed per onsite deployment visit?	This information cannot be provided since agencies have different roll out schedule based on funds availability and staffing.
76	38	I IV-3. B Associates Services	Will COPA provide a site list (with equipment counts would be ideal)?	This information is not available at this time.
77	38	I IV-3. B Associates Services	Do you prefer on-site or off site imaging and asset tagging?	This is project specific and will be addressed in the SOW. Options for onsite and office site services have been added to Appendix C, Cost Submittal Template, as part of Addendum Number 7.
78	38	I IV-3. B Associates Services	Will customer provide labels or label guns to create asset tags?	The Contractor will be responsible for labels and label guns these unless provided by the agency.
79	38	I IV-3. B Associates Services	Will customer provide a site or application to record assets?	This will be covered as part of pre-sales assistance.

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				The agency will work with Contractor to design the solution at the time of purchase.
80	38	I IV-3. B Associates Services	With regards to Data Transfer, does existing data reside on old computer or will we pull it from the network?	Data may exist on the old computer as well as the network. This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
81	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the average amount of data to be transferred?	The Commonwealth does not have this information.
82	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the largest amount of data we can expect 10GB? 20GB?	Please refer to the answer to Question # 81 .
83	38	I IV-3. B Associates Services	Will customer provide the image on portable drives in quantities (USB drive?) to roll out on multi-installs?	The Contractor and the Agency will determine the format of the image delivered but the commonwealth will not provide media for the image to be loaded onto.

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84	38	I IV-3. B Associates Services	Will customer provide the disk wipe software in quantities (USB drive?) to roll out on multi-unit installs?	The Commonwealth will provide an .iso image but the vendor would have to provide its own media. The image can only be used to wipe commonwealth devices.
85	38	I IV-3. B Associates Services	Is the customer going to provide transportation of equipment from site to site or will we need to transport new equipment from warehouse to install site?	The contractor will be responsible for transportation of the devices.
86	38	I IV-3. B Associates Services	Is the customer going to provide transportation to equipment returning to Forster St. in Harrisburg or will we need to transport legacy equipment to warehouse?	Yes, unless the Commonwealth is procuring that services from vendor.
87	38	I IV-3. B Associates Services	With regards to Storage, will vendors be responsible to provide the design and storage configuration on the new equipment or will the install team follow a configuration script provided by the customer and work in conjunction with a remote team?	This will be covered as part of pre-sales assistance. The agency will work with vendor to design the solution at the time of purchase.
88	4	Calendar of Events	With the rescheduling of the prebidders conference to occur after questions have been submitted, will COPA consider allowing a second round of questions based on any questions that may arise from discussions at the prebidders?	There will not be a formally defined second round of questions. If additional questions are received the commonwealth will do our best to respond timely.

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89	28	III-4	For the technical section, what are the metrics being used to evaluate or measure up to 40%? Can you provide more specificity about the formula being used?	Please refer to Part III, Section III-4. A of RFP 6100039046 for this information and refer to the following link: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
90	28	III-4	For the cost section, can you provide a few examples using the included formula?	As indicated in Part III, Section III-4, please refer to the following link for information relating to cost formula: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
91	1	Appendix L Service Management Integration Requirements	What is the current integration model, data model, and error handling methodology?	Currently, the integration model used is SOAP with a B2B connector. The data model lists the fields, values, and maximum lengths, if required, in an Excel spreadsheet. The error handling lists the error codes and descriptions, and the methodology, in the case of OA, is ServiceNow.

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92	1	Appendix L Service Management Integration Requirements	What kind of Integrations is required for what ITSM tool?	Currently it is SOAP, however it will change to REST. We decided that we would mandate the integration, then if an agency or vendor could not use the current integration tool, documentation requesting a change would be required.
93	1	Appendix L Service Management Integration Requirements	What is the format of the mandatory data fields?	The format for all fields will be in the data model.
94	1	Appendix L Service Management Integration Requirements	What kind of Web Service Integration?	Please refer to the response to Question #92 .
95	1	Appendix L Service Management Integration Requirements	What kind of Integration is required for what monitoring tool?	Please refer to the response to Question #92 .
96	38	6.1.1	IBM is requesting which company's competitive storage hardware is being replaced along with the model. Thank you.	There are multiple vendor stage solutions implemented across the Commonwealth.

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97	12	Section I-22	With a concern that the Commonwealth could potentially, given the current verbiage above, establish the effective date at a date a year or more beyond the execution date, will the Commonwealth consider changing the above sentence to the following? “The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. After all approvals required by Commonwealth contracting procedures have been obtained, the respective contract shall be fully executed by the selected Offeror and by the Commonwealth. If the Commonwealth does entertain such a change, will Section 1 of Appendix A likewise be edited to conform?”	No, the Commonwealth will not amend this section.
98	Lot 6	Appendix C Cost Submittal	In the following file, Tab: LOT6, Appendix C. Cost Submittal Response Template (rev. 12.15.16), there is a requirement for Nodes of IBM SVC. Does the Commonwealth of PA consider this a hard requirement specific to IBM SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
99		Appendix C Cost Submittal	What does the Commonwealth mean by storage virtualization?	Storage virtualization is the amalgamation of multiple network storage devices into what appears to be a single storage unit. Storage virtualization is usually implemented via software

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				<p>applications and often used in SAN (storage area network), a high-speed subnetwork of shared storage devices, and makes tasks such as archiving, back-up, and recovery easier and faster.</p> <p>A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments</p>
100		Appendix C Cost Submittal	Does the Commonwealth have the need to have multiple vendor arrays managed by one front end vendor?	Common administration is preferred but not required.
101		Appendix C Cost Submittal	We would like to offer compression in a flash only solution and also offer you a hybrid configuration. We will able to base these upon your performance needs. Based upon question 6 response we will develop the configurations to adhere to your needs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
102		Appendix C Cost Submittal	We have seen the configurations listed mirror each other. Would be it possible to have them broken out in technical requirements you need for each?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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103		Appendix C Cost Submittal	In reference to our question 102 I would like to expand on it by stating if you have the need to backend virtualization the benefit is tenfold. It allows you to have legacy arrays still kept on the datacenter floor and the luns managed by your new front end array and as well array based migrations can be performed with ease. We would like your thoughts on using an approach method like this.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
104	33	IV-2.E.	The RFP indicates \$13m in historical annual spend for all servers in Lot 5. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 3,602,279.00 2015- \$7,937,040.00 2016- \$2,882,640.00
105	33	IV-2.E.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 5, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP 6100039046.
106	34	IV-2. F.	The RFP indicates \$9m in historical annual spend for all storage hardware in Lot 6. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 6,161,593.00 2015- \$12,138,408.00 2016- \$22,927,947.00
107	34	IV-2. F.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 6, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP.

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#	RFP Page Number	RFP Section Reference	Question	Answer
108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

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112	4	Calendar of Events	Who will be attending the pre-proposal conference for the Commonwealth?	Please refer to Appendix #4 for this RFP 6100039046.
113	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 1?	HP and Lenovo
114	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 5?	Cisco, Dell, HP, Hitachi, IBM and Lenovo
115	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 6?	Dell, EMC, HP, Hitachi, IBM and Lenovo
116	17	I-28	Information Technology Policies – PLT001 – Desktop and Laptop Standards. This policy references the expired Dell PC contract. Is this policy applicable to these procurements?	This policy will be updated upon award of RFP 6100039046.
117	7 24	I-12 Part II	If a prime is proposing on more than 1 lot, should each lot be submitted as a separate technical proposal, or can they be combined into one proposal response?	The technical proposals can be combined into one proposal but must maintain the format of Appendix H, Technical Submittal Response Template.
118	17	I-27	Regarding the text boxes (yellow shaded) for responses, the current text boxes limit responses to a single page. Should new text boxes be created for responses longer than 1 page in length	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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			to eliminate formatting issues with page breaks; or can answers be submitted underneath the yellow text boxes if needed?	that will be posted as part of Addendum Number 7.
119			The current PC contract includes standard service items of "on-site imaging" and "device relocation within same building." Are these services no longer required by the Commonwealth?	This is addressed in the revised Appendix C, Cost Submittal Response Template, that will be posted as part of Addendum Number 7. Device relocation within the same building falls under "device relocation within 25 miles."
120	LOT 6	Appendix C Cost Submittal	Is any additional direct attached storage required for the SVC nodes, or will external virtualization be required?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
121	LOT 6	Appendix C Cost Submittal	Will the 8 node (4 IO Group) SVC be housed in one location?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
122	LOT 6	Appendix C Cost Submittal	Any Disaster Avoidance / Recovery solutions requirements for replication?	Please provide any disaster avoidance/recovery solutions in the Services/Options section of Appendix C, Cost Submittal Response Template.

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123	LOT 6	Appendix C Cost Submittal	We noticed that the multiple configurations of Lot 6 are identical; are you just looking for a single 8 node, 4 way cluster of SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
124	7	I-12	Should the cost proposal be submitted with all proposed lots kept in one file and in one printout? Or, if proposing on three lots, for example, should one paper copy of each lot be submitted?	Part I, Section I-12 of the RFP has been revised to allow for the electronic submission Appendix C, Cost Submittal Response Template. A paper copy should not be submitted. The electronic copy shall be submitted as part of the electronic versions of the proposals required pursuant to Part I, Section I-12.B.
125	25	II-2	If an Offeror who is a SDB Small Diverse Business and SB is submitting as a prime, would its percentage commitment for SDB and SB <u>Subcontracting</u> participation be 100% or 0Appendix?	Based on a maximum total of 200 points for the Small Diverse Business and Small Business Participation Submittal, the Offeror who submits as a Small Diverse Business Prime will receive the maximum total of 200 points. Therefore, the Offeror will receive 100% of the points. An Small Diverse Business submitting as prime would make

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				<p>that distinction in the “Offeror Information” box on the first page of the Appendix Q, Small Diverse Business (SDB) and Small Business (SB) Participation Submittal. No entry would be made in the “Subcontracting Information” box unless the prime is subcontracting to a separate/different Small Diverse Business or Small Business.</p>
126	Section 26 13 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>The Limitation of Liability section states that the Contractor’s liability is equal to the value of the contract. Based on the annual purchasing figures provided, the value of the contract over three years will be significant. Given a reseller does not have significant control over the OEM equipment they are providing, does this mean the Commonwealth intends to hold the reseller Contractor liable for the total value of all purchases over the life of the Contract? For example, Lot 5 has an annual approximate value of \$13M. Over the three years this would be a liability total of \$39M to the reseller Contractor.</p>	<p>Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.</p>
127	LOT 6	Appendix C Cost Submittal	<p>The services options for Lot 6 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide</p>	<p>Since the majority of the spend will be driven towards the Best Value configurations, please</p>

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			<p>services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the storage unit, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of the machine to move, as well as the size and weight.</p>	<p>provide services/options costs relevant to the Best Value configurations. These costs will be considered as not to exceed costs and the total cost will be defined in the Statement of Work.</p>
128	LOT 6	Appendix C Cost Submittal	<p>Would the Commonwealth consider a maximum services hourly rate for the Storage services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and storage implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.</p>	<p>No; please provide fixed option pricing based on the designated service listed. Also, please refer to the answer to Question #127.</p>
129	LOT 5	Appendix C Cost Submittal	<p>The services options for Lot 5 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the server, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of</p>	<p>Please refer to the answer to Question #127.</p>

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			the machine to move, as well as the size and weight.	
130	LOT 5	Appendix C Cost Submittal	Would the Commonwealth consider a maximum services hourly rate for the Server services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and server implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.	Please refer to the answer to Question #127 .
131	38	IV-3-B-3	Item 3 states that the Commonwealth will develop a Statement of Work for each service. Can the Commonwealth provide this Statement of Work for each of the listed Optional Services so that all vendors are providing pricing based on the same scope of work. For example, does the Commonwealth expect the Contractor to provide insurance for the value of the equipment being moved? If so, what value should be assumed for items x, xi and xii. What steps are considered part of installation? Is the Contractor to assume that the equipment is shipped to the installation location, or is logistics and transportation services required? What is the size of the image being deployed, and how many images will be required to be maintained? Outside of physical installation on the desk and cable connection,	Statements of Work are prepared by the agency at the time of purchase.

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			what other steps are required of the Contractor, and what is the average time these steps will take? How many devices can the Contractor assume each installer can deploy each day?	
132	38	IV-3-B-3	For Lots 5 and 6, many manufacturers do not allow machines under warranty to be moved without manufacturer service personnel providing both packaging and re-install services. Should the contractor assume that machines to be moved in items x and xi are the Best Value configurations to provide accurate comparisons between proposals?	Please refer to the answer to Question #127 .
133	LOT 6	Appendix C Cost Submittal	For the cost evaluation, will the Best Value cost configurations be compared between vendors, or will the grand total cost including non-best value, leasing and services be used for the calculation?	The grand total calculation will include best value, non-best value, leasing and services.
134	38-39	IV-3-B-4	The Commonwealth states the required quote format, but it does not require the list price to be included in the quote, how will the Commonwealth know that they are receiving the required minimum discount without the list price being included?	This issue is addressed in Section IV-3.E of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
135	38	IV-3-B-3	Will the Commonwealth provide a full statement of work for each requested service?	Yes.

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136	38	IV-3-B-3	For any service, will the purchasing agency ensure elevator access for buildings more than 1 story high?	No, since not all buildings will contain elevators.
137	38	IV-3-B-3	For the service of “installation,” is the Offeror required to provide status reports of installations completed, installations outstanding and issues? What is the desired frequency of these reports?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
138	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume equipment will be shipped to the installation location, or does this service include the Contractor receiving the equipment, transporting it to the installation location, and physical installation?	This will be decided as part of the Statement of Work at the time of purchase but should be considered as part of supply chain management and managed logistics services included in this RFP.
139	38	IV-3-B-3	For the service of “installation,” what installation steps must be performed other than physical installation? What is the average time per device to perform these steps?	<p>At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.</p> <p>Regarding average time, the Commonwealth does not have this information.</p>

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140	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that no steps (other than connecting to the main unit) are to be performed on external PC devices (keyboard, mouse, power, Ethernet)?	At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.
141	38	IV-3-B-3	For the service of “installation,” how many devices on average can a single installer expect to install per day?	This will be decided as part of the Statement of Work at the time of purchase.
142	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all units must be powered on, in order to verify the login screen appears (if pre-imaged) or to verify that the operating system boots (if non-imaged)?	Yes.
143	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all newly implemented devices will require serial number documentation to be delivered to the customer at project completion?	Yes.
144	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that the removal of cardboard and packing material from the location is required, if requested by the Commonwealth agency?	Yes.

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145	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that detailed configuration instructions and configuration data (IP addresses, user name, location, etc.), along with detailed location information will be provided to the Offeror a minimum of five business days prior to the scheduled installation?	This will be decided as part of the Statement of Work at the time of purchase.
146	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that troubleshooting of general hardware, software and connectivity issues is not required of the Offeror?	The device must be fully functional to consider installation complete. Please refer to the response to Question #142 .
147	38	IV-3-B-3	For the service of “installation,” will the customer perform a backup of relevant user data prior to Offeror performing installation tasks?	Installation services are preformed prior to user data being placed of the device.
148	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that hardware issues encountered during the time of installation will be coordinated for service by the Commonwealth with the manufacturer as part of associated warranty services?	Please refer to the response to Question #146 .
149	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that the requested asset tag will be the OEM-installed serial number installed on the system unit during production of the unit?	This will be decided as part of the Statement of Work at the time of purchase.

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150	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) of associated devices using a barcode scanner?	This will be decided as part of the Statement of Work at the time of purchase.
151	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) in writing?	This will be decided as part of the Statement of Work at the time of purchase.
152	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to provide asset tag and serial number information to customer in an Excel spreadsheet format after the tags have been installed?	This will be decided as part of the Statement of Work at the time of purchase.
153	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that asset tags will be provided to installation team at least five (5) business days prior to the first installation start date?	This will be decided as part of the Statement of Work at the time of purchase.
154	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency personnel work with the Offeror to determine best method of data transfer for the environment/network/device in question?	Yes, this is project specific and will be addressed in the Statement of Work at the time of purchase.
155	38	IV-3-B-3	For the service of “Data Transfer,” is the Offeror to assume that only UP to 10GB of one directory tree and local Outlook folders (identified in advance in writing by the site or IT contact) is to be performed per unit?	No, there is no threshold.

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156	38	IV-3-B-3	For the service of “Data Transfer,” how far (in feet) will the new system be from the existing system? Will these locations be specified in advance, in writing, by the site or IT contact?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
157	38	IV-3-B-3	For the service of “Data Transfer,” will the Offeror be provided with the directory structure and location of Outlook folders to be transferred?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
158	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide application licenses required if 3rd party data transfer application is to be used?	The agency will provide access to the data transfer application, if applicable.
159	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide network access or external hard drives to facilitate this data transfer?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
160	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to observe the function of equipment to be relocated, including possibly performing diagnostic tests, as necessary? Is the Offeror to	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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			note any damage to exterior of equipment to be packed?	
161	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to disconnect all peripheral equipment from the system unit at the end user location?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
162	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
164	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency provide a list of all	Yes.

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			equipment to be deinstalled by serial number and asset tag?	
165	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency backup all data on each system, as well as ensure no confidential data remains on systems to be transported?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
166	38	IV-3-B-3	Can the Commonwealth confirm that the DGS warehouse located at 2221 Forster Street, Harrisburg, PA will remain the location of the DGS warehouse for the duration of this contract?	If this location changes during the term of the contract, OA OIT Procurement will review with the award Offeror(s) to determine if compensation will be granted for a change in location.
167	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
168	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is all relevant equipment required to be palletized for easy removal and storage at the DGS warehouse location?	Yes, pallets are required.

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169	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to provide equipment inventory being delivered to both agency and DGS warehouse personnel? What format would this inventory need to be in? Are there specific Commonwealth forms that are required to be filled out with delivery of returned equipment?	Yes. The inventory format will be agency-specific. Commonwealth will provide DGS Surplus Forms to the successful Contractors.
170	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” will the purchasing agency provide a dock and pallet jack for unloading of palletized PC equipment at the warehouse location, as well as provide an appointment date/time for delivery to ensure dock and warehouse availability?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
171	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to work under supervision of the purchasing agency or directly with DGS on the return of equipment?	The Contractor will work under the supervision of the purchasing agency until arrival at the DGS Surplus Warehouse.
172	38	IV-3-B-3	Is there any limitation on the quantity of returned equipment that can be delivered at one time to the DGS warehouse?	The agency will work with DGS to determine delivery schedule.
173	38	IV-3-B-3	For the service of device relocation, can the Commonwealth confirm that the Offeror will be	Yes, successful Contractors will be picking up pre-packed PCs

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			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

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			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages “resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.”
179	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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183	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the Offeror be required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
184	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
185	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” does the purchasing agency request all serial numbers of working and non-working units?	Yes.
186	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” in what format would the Commonwealth request a report with proof of disk wipe to the agency contact? Can this be sent electronically to the agency?	Please refer to the information provided in ITP SEC-015.
187	38	IV-3-B-3	For the service of “Off-premise Disk Wipe”, can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	Successful Contractors will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
188	38	IV-3-B-3	For the service of “Hard Drive Removal,” can the Commonwealth confirm that the Offeror would be only required to remove the hard drive from the existing device, label the hard drive, and transport it to a designated customer site?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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189	38	IV-3-B-3	For the service of “Hard Drive Removal,” will the Offeror be required to provide any documentation to be included with the removed hard drive?	Please refer to the information provided in ITP SEC-015.
190	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume this service is to be completed at an off-site location?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
191	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume a maximum of a 50 GB image will be installed per device? Can the Commonwealth also confirm that a test device is to be sent to the purchasing agency prior to full imaging production for image validation?	No. This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
192	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume that after device imaging, verification of boot-up, and packaging, that the scope is complete?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
193	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency supply a fully tested image with all required software, device drivers, licensing and software activations installed?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
194	38	IV-3-B-3	For the service of “Image Deployment,” in what format will the purchasing agency provide the image to the Offeror?	This issue is addressed in the revised RFP 6100039046, posted

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				on January 20, 2017, as part of Addendum Number 7.
195	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency require more than one ‘gold’ image per scheduled installation?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
196	38	IV-3-B-3	For the service of “Image Deployment,” will there be a documented Change Process if purchasing agency requests and image update during scheduled installation?	The agency will work with the successful Contractor on a documented Change Process.
197	38	LOT 1	For Lot 1, the leasing amount that is requested is the annual cost of the four year lease. However, the total in the upper portion of the spreadsheet is the annual cost multiplied by the quantity, not the entire 4 year cost. Does the Commonwealth wish to calculate based on the entire lease cost or only the annual cost?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
198	29	III-4-C	In the case of two competing Small Diverse Prime offers in a single lot, will each SDB receive the maximum points for that section?	Yes. Any Small Diverse Business responding as Prime Offeror will receive the maximum 200 points for the Small Diverse Business and Small Business Participation

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				Submittal. See RFP 6100039046 Part II, Section II-4C5 for scoring methodology.
199	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have a preference for migration methodologies? Commonly used methods include array based and host based migrations.	No, the Commonwealth does not have a preference.
200	Lot 5	Appendix C Cost Submittal	Please specify the scope of the Commonwealth's server environment in terms of physical and virtual environments. If possible, please specify number of host/virtual host by environment.	The Commonwealth does not have this information; however, there is an emphasis on virtualization across all agencies.
201	Lot 6	Appendix C Cost Submittal	In reference to the cloud as a whole which cloud provider, if any, do you use today?	Cloud services is not within the scope of this procurement.
202	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have any mainframe exiting today on the floor? If so, how long you plan to keep it?	These devices will be procured through a separate procurement.
203	39	IV-3.D.(2)	Does the OEM Representative have to be an employee of the designated OEM or can the OEM Representative be an employee of the Prime Contractor's Team?	The OEM representative must be an employee of the OEM. This is to ensure direct access to the OEM is available for issue resolution.
204	38	IV-3. Requirements.	On the cost worksheet, you are looking for a consumption model pricing does it require the	Consumption based pricing models are to be defined by

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#	RFP Page Number	RFP Section Reference	Question	Answer
			Operating systems and applications provided by the supplier?	Offerors for review by the Commonwealth.
205	38	IV-3. Requirements	On the cost worksheet consumption model, do you require managed services for any of the three scenarios (onsite, outsourced data center, or our own data center)? We can do all three if that is what you are looking for?	Please refer to the answer to Question #204 .
206	38	IV-3. Requirements	Do you have a preference on the usage model billing (number of users, server utilization) types we can do or something else in mind?	Please refer to the answer to Question #204 .
207	Tab 5&6	Appendix C Cost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
208	Tab 6	Appendix C Cost Submittal	Under the current contract, we also have been able to sell data protection backup storage solutions. These don't really fit into your 3 categories. How should that be handled?	Please provide those solutions with relevant pricing and any other added services, in “Additional Options” in the “Services – Options – Upgrades” section
209	Tab 1	Appendix C Cost Submittal	<p>We believe the Desktop specification of an Intel® Core™ i5-6600 (3.9 GHz) CPU or equal is not in the best interest of the State.</p> <p>Please allow us to explain: All microprocessors are not created equal and therefore using a clock speed like 3.9Ghz could lead to disappointing performance for the State. The real issue is around the “or equal” concept. There is an industry standard benchmark For PC performance productivity call SYSmark 2014 (see here for details). The Intel® Core™ i5-6600 (3.9 GHz) CPU you request has a SYSmark 2014 number of 1638. Another CPU in the industry called the AMD FX-4350 4.2 GHz has a SYSmark 2014 score of 925. (the higher the score on the SYSmark 2014 test, the better the performance). A typical evaluation without the SYSmark numbers would have most people believing that 4.2Ghz is an “equal or better” CPU than one operating at 3.9Ghz – but clearly that could not be further from the truth. The Intel processor</p>	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

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			exceeds the AMD processor performance by 77%. Clearly these two processors are not in the same category and should not be evaluated against each other. We recommend the State use a benchmark performance level to guarantee they are comparing systems with similar performance levels and guarantee your satisfaction with the winning solution. For instance, we recommend the specification read: The Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered for this category.	
210	Tab 6	Appendix C Cost Submittal	What SLA's should be used when considering RTO and RPO for backup and recovery?	These are determined by the service level procured with the device.
211	Tab 6 Lines 37, 38	Appendix C Cost Submittal	The minimum configuration specifications are for IBM's SVC. Are you looking for responses for the other OEM's similar or equivalent technical solution or only IBM's?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
212	Tab 6	Appendix C Cost Submittal	Does the configuration need to be identical to what is mentioned in the spreadsheet or are you open to modernization? IE 146GB, 300GB 10k and 15K RPM spinning drives are old technology - is that the technology that CoPA wants to move forward with?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
213	Tab 6	Appendix C Cost Submittal	Will denser drive options be considered (we are able to offer a 15TB SSD)?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
214	Tab 6	Appendix C Cost Submittal	All the specs on the spreadsheet are tailored to spinning disk. Will an All Flash configuration be considered?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
215	Tab 6	Appendix C Cost Submittal	What will the purpose be between the two configurations? Non-best value vs best value. Will these be two separate storage offerings? Higher performing storage tier and lower performing storage tier?	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual server orders will be custom based on the needs of the customer at the time of order.
216	Tab 6	Appendix C Cost Submittal	Will the RAID types be consistent across all frames or will some frames be configured differently than others?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
217	Tab 6	Appendix C Cost Submittal	What will the initial frame building block capacity be day 1? Usable TiB, provisioned TiB, and written TiB?	The Commonwealth does not have this information.

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#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	<p>Best practice is to solution for Capacity/Configuration/Workloads i.e. Approximate number of LUNs Approximate number of hosts Approximate number of host initiators IOPS and MB/sec per array, peak and average Read/Write ratio</p> <p>What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)?</p> <p>What host platforms (server types) and operating systems/versions are present in the environment?</p> <p>What storage protocols will be considered — block, file, or both?</p> <p>How should we take this into account?</p>	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
219	Tab 6	Appendix C Cost Submittal	<p>SVC is mentioned. What is the purpose of SVC? Will this be used for data services IE compression and encryption? Will SVC be used for storage virtualization and data mobility?</p> <p>What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
220	Tab 6	Appendix C Cost Submittal	Are fiber channel switches to be included? 4GB ports are mentioned, will 16GB be considered?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
221	Tab 6	Appendix C Cost Submittal	4GB HBAs are mentioned for the hosts. Going forward will this be true or will 16GB HBAs be considered?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
222	Tab 6	Appendix C Cost Submittal	Will backup/recovery solutions be part of this RFP?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section of Appendix C, Cost Submittal Response Template.
223	Tab Lot (all)	Appendix C Cost Submittal	How does the Commonwealth expect training for the various solutions to be presented as part of this RFP?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
224	Tab 6	Appendix C Cost Submittal	Is self-service storage provisioning being considered?	This is beyond the scope of this procurement.
225	Tab 5 & 6	Appendix C Cost Submittal	There is no infrastructure such as networking identified in RFP? Is networking to be considered in the response? If not, what is planned network that will be utilized? What about other infrastructure components such as firewall, load balancers, etc?	This is beyond the scope of this procurement.
226	35	IV-3. A	Is CoPA looking to receive only a certain number of responses for each OEM since OEM's have hundreds of certified partners that could respond? If so, what is the number responses per OEM CoPA is accepting?	There is no limit on the number of responses per OEM.
227	4	Calendar of Events	The schedule has the Responses to Questions expected on Friday January 13. The following Monday, January 16 is a Federal Holiday (MLK). Because the current due date is Friday January 27th, this does not give vendors sufficient time to review and revise any content based on the response to the QA and any possible amendment. We are asking for a one-week due date extension to the schedule as currently published. This will give us sufficient time to finalize and ship the proposal on time to meet the revised due date.	Please refer to the answer to Question #1 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	<p>The RFP stipulates the Cost Proposal is to be sealed (section II.3). However, at the bidder’s conference, it was mentioned that the cost proposal and the technical proposal reviews will be done simultaneously for the full evaluation (i.e., it was stated that a newer technology that met or exceeded the requirements specified would be technically evaluated with the price since the technical evaluators would be able to see the pricing as well). Will the cost proposal remain sealed until the technical proposal evaluation and scoring has been completed? Will there be a release of the technical scoring along with a public cost opening? It is suggested that additional technical scoring points be given if the proposed configuration exceeds the minimum configuration stated in the RFP and be separately evaluated from pricing. This allows the evaluation to be fair and objective.</p>	<p>The technical and cost scoring will be completed independent from each other. The technical scoring team will be given access to Appendix C, Submittal Response Template, to ensure device specifications meet the requirements of each lot. Additionally, costs will not be opened publicly. Pursuant to Section 513(d) of the <i>Commonwealth Procurement Code</i>, 62 Pa. C.S. § 513(d), proposals “shall be opened so as to avoid disclosure of their contents to competing offerors.”</p>
229	Tab 5& 6	Appendix C Cost Submittal	<p>Management software and process(es)? Will these be necessary in the response?</p>	<p>Management software and process(es) may be procured as a component of the hardware purchased, so long as a software license agreement has been negotiated with the Commonwealth.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
230	Tab 5& 6	Appendix C Cost Submittal	What workloads will be running on these platforms? What are your performance objectives? (iOPS, throughput, etc.)	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
231	Tab 6	Appendix C Cost Submittal	Besides components like firewalls is there requirements for security (DAR or data inflight encryption)?	Please refer to the Information Technology Policies located at http://www.oa.pa.gov/Policies/Pages/itp.aspx# .
232	Tab 6	Appendix C Cost Submittal	When sizing, is there any guidance on compression/dedup ratios? Or should we consider industry standard for general purpose workloads?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
233	35	E.4	Do any form-factor preferences exist?	The default is for Lot 1, Desktops, is minitowers with options for small form factor, ultra-small form factor and desktop.
234	35	E.4	Please provide processor generations (versions) as many of the processors mentioned here have various iterations (or specify "latest").	Please provide the processor generation defined in the specifications located in Appendix C, Cost Submittal Response Template.

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#	RFP Page Number	RFP Section Reference	Question	Answer
235	35	E.4	Please confirm “BaseT” on 10G network card(s) (this is in often cases an SFP adapter and not BaseT).	For Lot 5, the default is BaseT with the option for SFP.
236	35	E.4	Please elaborate or provide example “Self-Cleaning” server requirement.	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
237	35	E.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	The intent is to move from a capital expenditure model to an operational expenditure model with added agility.
238	35	F.4	SVC Nodes are specific to IBM storage. Please ensure that SVC Nodes are not a requirement for submissions. In addition, please confirm the technical requirement for “I/O Groups” so that functionality can be appropriately duplicated in response.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
239	35	F.4	Please confirm arbitrated loop is only within the storage architecture itself and will not be used for any host-to-storage communication.	This will be covered as part of pre-sales assistance.

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#	RFP Page Number	RFP Section Reference	Question	Answer
				The agency will work with Contractor to design the solution at the time of purchase.
240	35	F.4	Please confirm that while storage switches will support an OPEN device attachment, that no FICON requirement exists within the identified configuration.	There are currently no FICON requirements that exist within the identified configuration.
241	35	F.4	<p>For Each Configuration:</p> <ol style="list-style-type: none"> 1) Is the Commonwealth open to more economical storage options rather than the 146GB 15k Disk type? 2) Please confirm 4TB usable disk storage for the entire disk array 3) Please provide an IOPS (Input/Output per second) target to ensure that requirements are obtained using modern storage sizing and functionality techniques 4) Please advise on the object-storage presentation method (REST API/CIFS/NFS) required from the array 5) Please provide additional data service desired or applicable to the sizing effort (i.e. – deduplication, compression, etc..) 6) Please provide any security functionality required within the storage array (i.e. – Encryption of data at rest) 	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
242	35	F.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	Please refer to the answer to Question #237 .
243	18-20	Appendix H	Lot 5 relates to Server Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
244	20-23	Appendix H	Lot 6 relates to Storage Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
245	All	Appendix E	<p>The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document?</p> <p>Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?</p>	The reseller needs to be aware there must be an agreement between the commonwealth and the software publisher prior to a third party software being provided through this contract.

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#	RFP Page Number	RFP Section Reference	Question	Answer
246	Tab Lot (all)	Appendix C Cost Submittal	There are a wide variety of Accessibility needs and many hundreds of products which address them. Some products serve a primary function and also serve to address a disability in another way and this list is quite dynamic as new technology advances are made. It seems impractical to list all of these within the pricing sheet as designed. So, to the point: If an Offeror provides hundreds of products that address a multitude of disability options across all six lots, how would the Commonwealth wish to see this information presented for evaluation? Perhaps a discount structure could be leveraged to better serve the Commonwealth as opposed to a FFP on this many potential products?	Accessibility options are for informational purposes only. Once awarded, the commonwealth will determine which options to make available for the contract.
247		Appendix C Cost Submittal	In the optional services, by data transfer, do you mean data migration from one system to the other or something else? And if so, what else?	Data transfer is the transfer of data from one device to another or from a network to a device.
248	Lot 6	Appendix C Cost Submittal	Lot 6 cost submittal response has title “Services-Options-Monitors”. Is the word “Monitors” supposed to be there and if so for what reason?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
249	5	Appendix H	The instructions for Appendix H state “Instructions: Fill out the yellow shaded areas only, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>which you are submitting a proposal.” Will the Commonwealth allow bidders to delete the yellow text boxes within ‘Appendix H, Technical Submittal Template’ and replace them with our written responses directly into the body of the Word document to facilitate proper formatting of our content, or is it mandatory that all written content be contained within the yellow text boxes provided?</p>	<p>posted on January 20, 2017, as part of Addendum Number 7.</p>
250	<p>Lots 5 & 6 All Defined Configurations</p>	<p>Appendix C Cost Submittal</p>	<p>Hyper-Converged is not listed as a technology covered in this RFP. Can you please advise on the purchasing model through this contract vehicle?</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>
251	<p>LOT 5</p>	<p>Appendix C Cost Submittal</p>	<p>What is meant by the term "Self-Cleansing Capability?"</p>	<p>Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
252	LOT 5/6	Appendix C Cost Submittal	Most manufacturers do not offer Basic warranty service for enterprise level hardware such as servers and storage as requested in the RFP but offer a minimum standard level of service that equals the Enhanced category. How should the Offeror handle this situation?	Please provide the most applicable pricing available based on each service level tier.
253	LOT 5/6	Appendix C Cost Submittal	List prices for the equipment are different for each level of service being offered. How should the offeror indicate different list prices for each service level in Appendix C?	The discount level indicates the service level. The list price of the device should not change.
254		APPENDIX E	As a reseller, our company does not own or have the ability to negotiate software license terms, those must be negotiated with the licensor itself. How will the Commonwealth handle this situation?	Please refer to the answer to Question #245 .
255	AM-06.1	APPENDIX K	Does "defective hardware" refer to machines that are received in an inoperable condition? Are there any other situations that would relate to "defective hardware" under this SLA?	Yes, this SLA refers to any defective or incorrectly delivered hardware.
256	42	Contracting Requirements - Small Diverse Business Certification	If the OEM responds as a Prime Contractor with a SDB as an agent, what counts towards "actual contract spend" with the SDB? Would the entire purchase amount count towards the spend or just the agent fee (ie. the margin received by the SDB)?	If SDB is issuing a PO for purchases of goods and then invoices the Prime for same goods, then SDB will receive full credit for the invoices submitted.

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#	RFP Page Number	RFP Section Reference	Question	Answer
				<p>If the Prime is the one who is responsible for PO's for goods and the SDB is only receiving a percentage (%) lift/margin, then the SDB only receives credit for the % lift/margin.</p>
257	Tab for Lot 1 and Lot 2	Appendix C Cost Submittal	<p>Can the Commonwealth specify the type of lease that we should price? For example, does the Commonwealth want to retain ownership of the equipment at the end of the lease or trade it in for refreshed technology.</p>	<p>Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.</p> <p>As to the type of lease, this will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
258	Section 1 C & D	Appendix L, Service Mgmt Integration Requirements	<p>Can the Commonwealth go into more technical detail regarding the responsibilities of the offeror with respect to transmission or receipt of data for the web service integration referenced in Section C and the integration with monitoring tools in Section D?</p>	<p>Hardware associated with this ITSM solution consist of Virtual MidServer that are maintained and managed by OA/OIT at the EDC on the virtual farm. SNMP monitoring of these devices is the responsibility of OA/OIT.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
259	38	Supply Chain Mgmt / Managed Logistics	The Commonwealth has stated that they would like a contractor that can provide staging and storage. There is not a related item in the Cost Proposal for staging and storage. Are we to assume the Commonwealth is looking for this to be offered free of charge? If yes, what kind of expectations does the Commonwealth have in terms of batch delivery? For example, staging 500 units and delivering in 100 unit batches has a very different cost than staging 500 units and delivery in 10 unit batches.	This issue is addressed in Part IV, Section IV-3 of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
260	Lots 1 & 2 Services	Appendix C Cost Submittal	What is meant by the service "Preparation for Shipment"? Is this an add-on service in the case that asset tagging or image deployment are performed offsite?	This service will be procured when an agency requires that the Contractor prepare and pack device(s) for shipment from one Commonwealth location to another. This charge does not apply to the initial delivery of the device.
261	Order Delivery	Appendix K, Service Level Agreements	The Commonwealth has requested a ten (10) delivery timeframe on equipment. Servers and storage that are configured to order can typically take longer than 10 business days to build and deliver depending on the complexity of the system. Can this requirement be waived for Lots 5 and 6?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
262	Order Delivery	Appendix K Service Level Agreements	At various times, manufacturers around the globe experience issues due to shortages in parts supply. While it is very infrequent, it has happened, and if it happens during the term of the contract would the Commonwealth be flexible in the issuance of credits for orders if the communication between the vendor and the Commonwealth on these issues is immediate and consistent?	This type of situation should be planned for by the contractors, but will be addressed on a case by case basis during the term of the contract.
263	Lot 6 All Configuration s; row 37 and 68 "Nodes"	Appendix C Cost Submittal	The requirement for "Storage Volume Controllers(SVC)" is a proprietary product offering from only one vendor, this will limit competition. Please update the node requirements to reflect the technical specification that is required.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
264	34 F.	Lot 6—Storage Hardware	This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions. In Appendix C. Cost Submittal Response Template (rev. 12.15.16), tab lot 6 the component requirement are the same and only reflect a Storage Area Network (SAN) solution. In attachment C we do not see technical requirements for a NAS solution, can you please clarify?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
265	Lot 5 All Configuration	Appendix C Cost Submittal	Is Self-Cleansing Capabilities a service that needs to be included in the base price of the hardware?	Yes.

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	s; row 39 and 61 "Self-Cleansing Capabilities"			
266	Lot 5 Best Value High End Server 1B; row 44 "Flash"	Appendix C Cost Submittal	When referencing “flash adapter” are you using that interchangeably for IO accelerators? NVMe accelerators?	Yes, the item is generic so as not limit to a single vendor or technology.
267	Lot 5 Non-Best Value configs	Appendix C Cost Submittal	You call for “on board SATA” and 100G HDD. What is the purpose of these drives?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
268	Lot 6 Non-Best Value Object Storage	Appendix C Cost Submittal	The storage technology interface requested is fiber channel along with the cables but there is a notation for SCSI and a request for a Network Interface Card. Can you please clarify what you are looking for in this request?	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
269	Lot 5 & 6	Appendix C Cost Submittal	The List Price data entry cell for each of the Configurations is blacked out for the Enhanced and Critical Service Levels, however each service	Please provide one representative list price and

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			level will require a unique list price, can the state update the template to distinguish separate list prices for each service level? Alternatively, if it is the intent that the pricing in this section only include standard warranty and support after warranty should be included in the Options/Upgrade section please specify as such.	apply separate discount off lists per service level tier.
270	Lot 5 & 6	Appendix C Cost Submittal	What is the purpose of the “Discount off List for all other Low End Servers/Cells” cells in the Lot 5 Cells, C50 and Cell C56 Lot 6 Cells? If discounts need to apply to all potential non-best value configurations, please specify the technical requirements range for Low, Medium and High End Server ranges.	We would like the Offeror to be explicit in terms of the overall discount off list that is applied to the potential non-best value configurations. This discount off list should be representative of the discounts applied to each corresponding service tier. The technical requirements are specified in each “Component” and associated “Minimum Requirements.”
271	Lot 5 & 6	Appendix C Cost Submittal	How many years’ post warranty service is required? Please confirm (4) years of support is required for all products.	4 years are the minimum years of support required for all products. We will allow up to 60 months however.
272	Lots 5 & 6	Appendix H Technical Submittal	Can you provide the location(s) where the equipment is to be in production?	In Commonwealth-owned or Commonwealth-managed locations.

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#	RFP Page Number	RFP Section Reference	Question	Answer
	Section 19 Consumption Model			
273	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	If offsite hosting of the equipment and services is allowable, are there locations restrictions? If so, please list.	Offsite hosting is beyond the scope for this RFP
274	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	In a consumption model, can you provide the starting capacity in storage and servers you require, and expected growth for the next 4 years.	This information is not available at this time.
275	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Can you please specify the length of the procurement contract? Minimum years and any extensions.	The term of the contract(s) will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. The Commonwealth may renew any of the contracts for up to two (2) additional years.
276	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Does the State have specific software or OS requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
277	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	For a consumption model, does the State allow the use of offsite Administration or does the State need any assistance with administering the storage and server environment.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
278	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Initial workloads? Is there legacy equipment HPE – Financial Services could buy back and remove ongoing maintenance cost.	This is dependent upon the contract under which the legacy equipment was procured.
279	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How is Demand Management integrated with Capacity Management to ensure that capacity is adjusted in accordance with demand forecasts and patterns?	The Commonwealth expects the Offeror to propose pricing models that include demand and capacity management.
280	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Is there a formal capacity plan produced yearly, that incorporates Business forecasts and requirements?	The Commonwealth does not have this information at this time.
281	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the average hardware utilization rate before you have to order new hardware?	New hardware is ordered to replace end-of-life hardware and the implementation of new applications/projects.

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#	RFP Page Number	RFP Section Reference	Question	Answer
282	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is your desired infrastructure state? (Hybrid private/public?) Is infrastructure shared/optimized across projects and business?	This question has no bearing on an Offeror's response to this RFP.
283	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the typical provisioning lifecycle, from concept/requirements to full scale production deployment?	This can vary project to project and agency to agency.
284	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How are you dealing with increasing IT demands while trying to mitigate risks and cut costs? If the infrastructure is over-provisioned, how much extra capacity (%) do you typically add?	This can vary project to project and agency to agency.
285	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How does IT demonstrate their value to the business in terms that the business understands?	This question has no bearing on an Offeror's response to this RFP.
286	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever experienced a sudden, sustained and unexpected surge in IT services?	This question has no bearing on an Offeror's response to this RFP.

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#	RFP Page Number	RFP Section Reference	Question	Answer
287	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever “run out” of IT Infrastructure capacity, or got so close to 100% processing/storage capacity that you’ve had to take urgent action, e.g. rent temporary capacity or request urgent approvals?	No, the Commonwealth has not experienced this.
288	29	C	Can the PRIME also be Small Business and Small Diverse Business entity as a single source?	In order to qualify as a Small Diverse Business, a business must first qualify as a Small Business. A Small Diverse Business is, by definition, a Small Business. A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. Please refer to RFP Part I, Section I-13 of RFP 6100039046.
289	20	C- #5	Maximum 200 points: Can the SB and SDB be the same company in calculation of the points or does it have to be 2 separate companies.	Please refer to the answer to Question #288 . A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. A Small Diverse Business by definition is a Small Business. However, a Small Diverse Business receives a higher percentage of points than a Small Business in scoring.

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				Please refer to the scoring formula in RFP 6100039046 Part III, Section III-4C5.
290	4	Calendar of Events	What is the anticipated award date of the contract after submittal to the commonwealth of PA after January 27, 2017?	The Commonwealth cannot determine a timeframe at this time since we are not sure how many proposals will be received for this procurement.
291	35	Requirements IV-3	(3) years of experience working with public sector clients. Additionally, Offeror must have experience serving at least one (1) large state government similar to the Commonwealth. Question: Does 9 Years Public Sector Experience in Federal Accounts (Both DOD and Civil) by SDV meet your requirements?	That would satisfy the requirement for (3) years of experience working with public sector clients. Please note this is not a mandatory requirement, this is a preference and will be evaluated as part of the vendor proposal.
292	35	(i)	Offerors must be able to provide a punch-out site for order placement. CLARIFY PUNCH OUT SITE: 1.DEDICATED WEB PAGE TO PA FOR ORDERS ELECTRONICALLY? WHAT TYPE OF PAYMENT (CREDIT CARD) OR OPEN PO.? More DETAILS NEEDED ON THIS REQUIREMENT.	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
293	Lot 6 SAN switches	Appendix C Cost Submittal	Redundant SAN switches to initially support 20 connections (16 connections to 8 servers, and 4 connections to 1 storage array). Expansion	This will be covered as part of pre-sales assistance.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			capability to 64 ports was requested. Will the expansion ports be for servers, storage, or both?	The agency will work with Contractor to design the solution at the time of purchase.
294	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Does the Commonwealth of PA want separate block and object storage devices, or do they anticipate running mixed block and object storage environments on the same storage devices?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
295	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the total usable space requested. The best value arrays were requested with capacities of 4 TB (RAID5), and the non-best value arrays were requested with capacities of 2 TB (RAID5). Are these usable or raw capacities? Are the 4 TB and 2 TB capacities per controller or per array? 1 PB total usable storage was also specified. Please clarify how the specifications calculate to 1 PB.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
296	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Initial arrays were requested with 4 TB and 2 TB capacities, with anticipated quantities of 25 over the 3-year contract. Does the Commonwealth of PA anticipate storage additions to the initial array(s), or 25 separate arrays? If 25 separate arrays, will these reside in the same data center, and will they replicate to each other? If separate arrays will reside in separate data centers, how far apart will these be?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
297	Lot 6 Non-best value object storage arrays	Appendix C Cost Submittal	The non-best value object storage array mentions FC, iSCSI, and IP-based, but the switches requested are to support 4 Gb/sec, which would be FC. Please clarify if the Commonwealth of PA looking for iSCSI, FC, or FCoE storage, and what switch technology.	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
298	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What types of IT administrative servers will be in use? Physical servers, or virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
299	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What server environment(s) will be deployed? Physical servers? Virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Server environments may include, but are not limited to, DEV, CIT, TRG, TFP, UAT, & PROD. Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
300	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What percentage of your current storage is a) Dell, b) EMC, c) HDS (Hitachi), d) HPE, e) IBM, f) NetApp, and g) Nimble?	This question has no bearing on an Offeror's response to this RFP.
301	Lot 6	Appendix C Cost Submittal	What self-cleaning technology is in use today on a) servers, b) desktops, c) laptops, d) tablets, and e) storage?	Please review the Commonwealth's ITP SEC-015, Data Cleansing Policy, for more

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	Block and object storage arrays			information on the broader spectrum of Self-Cleansing requirements.
302	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Best Value Storage compared to Best Value Block Storage and Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
303	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Non-Best Value Storage compared to Non-Best Value Block Storage and Non-Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
304	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	The RFQ specifies "8 Storage Volume Controllers(SVC) nodes, configured in two (2) node clusters providing four (4) I/O Groups." This requirement is specific to old technology IBM storage. Is the intent of Lot 6 of this RFQ to essentially lock out other vendors (OEMs)? If not, then the specifications of Lot 6 need to be rewritten to encompass more modern storage offerings from all eligible vendors (HPE Dell, EMC, HDS, IBM, NetApp, and Nimble).	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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305	Lot 5 & 6 Services - Options - Monitors	Appendix C Cost Submittal	Please clarify the following service: "Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)." Does this refer to returning failed disks (with keep your disk support) to the Commonwealth of PA's warehouse, via a shipping or courier service?	This service refers to the shipment of decommissioned devices from the agency to the DGS Surplus Warehouse by the Contractor.
306	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Although we have read the reference document, we would like further clarification on what is meant about "Self-Cleansing Lot 5 Capabilities".	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
307	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	It has been noted that the configurations are based on years old technology. Would you prefer that we quote refurbished in order to meet the specifications? If not, we will need better guidance on what your needs are so that all bids will still be comparable.	The requirements are for new equipment. Please provide proposals that meet the Commonwealth's minimum requirements as stated in Appendix C. In the adjacent columns, please provide your suggested enhanced specs in the corresponding "Actual Spec Proposed, if higher" column.
308	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Could you clarify what your goal is for "Non Best Value Configurations"?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on

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				the needs of the agency at the time of order.
309	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You mentioned "Image Deployment "but most servers were configured with no OS. Can you clarify what OS and deployment options you require?"	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
310	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You included "Hard Drive Removal" in this section but specified "Keep Your Hard Drive" in the configurations. Can you clarify?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
311	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades" you include options that depend on the individual specification/configuration. How would you like that to be noted?	Please provide the respective individual specification/configuration in the associated "Notes, if any" column or in the "Additional Options" section at the bottom of the "Services – Options – Upgrades" section.
312	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades", what do you mean by "HBA requirement"? Above, you specified 2 different type of HBAs.	Offerors should respond with the HBA's that it can provide.

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313	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	For "Disk Wipe", do you have a preferred method?	Please refer to the information provided in ITP SEC-015.
314	LOT 5	Appendix C Cost Submittal	Since an emerging cost effective technology for servers is the modular or blade server implementation, would it not behoove the Commonwealth to add a modular configuration to the pricing analysis? This would provide a more accurate assessment to the Commonwealth of future costs. It would greatly enhance our thought process in truly understanding your virtualized environment today and how we can shape its tomorrow for the commonwealth. Alternately, could a separate or 'sub lot' be added for this technology?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
315	36	IV-3. A.2.i	To increase competition with qualified OEMs, will the Commonwealth consider revising their choice for Gartner's Magic Quadrant for Modular Servers to include more current version(s) from 2016?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
316	Tab Lot (all)	Appendix H Technical Submittal	Does the state want references to highlight the qualifications of the OEM, the offeror or both?	The qualifications should focus on the Offeror's ability to provide the OEMs products and services.

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#	RFP Page Number	RFP Section Reference	Question	Answer
317		RFP	How does this contract differ from COSTARS contract 3	The awarded contracts are for Commonwealth agencies to utilize. COSTARS contracts are not available for use by commonwealth agencies.
318		RFP	What agencies would procure product from this contract that cannot purchase off COSTARS? Why would an agency utilize one over the other?	Please refer the answer to Question #317 .
319	8	I-12	The RFP states "Offerors shall submit two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive". Does the Commonwealth want two CD-ROMs or Flash drives with one copy on each?	Yes.
320	Lines 13-16; Lines 17-20 SLA ID AM-04.1 and SLA ID AM-04.2	Appendix K. SLAs	These SLAs appear to be created for OEMs selling direct. As a reseller of the equipment, we cannot control certain aspects of the requirements listed in these SLAs. Will the Commonwealth consider revising these requirements to accommodate resellers wishing to bid?	No.
321	5	I-5. Type of Contract	According to the RFP, "It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in Appendix A." Does the	Yes.

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			firm, fixed price refer to both product procurement and services contracts?	
322	Lot 5 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, within the functional parameters alone, there are multiple options (blades vs. rack-mount, 1u vs. 2U, centralized vs. distributed vs. shared infrastructure, highly-densed drives vs highly-densed CPU, L1 vs. L2 vs L3. for caching, SLC v.s MLC vs. TLC for SSD, 10k vs. 15k vs. SATA/NS-SAS for HDD, etc.). In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order
323	Lot 6 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, in regard to converged vs. hyperconverged infrastructure, along with software-defined storage, there are open-ended hardware parameters within the spreadsheet. For instance, for the Intel Xeon E3-1220 - is the Commonwealth referring to Broadwell or Hashwell? For RAM, are you referring to LRDIMM or RDIMM? Each has a different capacity and each supports different processor models, and different servers support different	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			processor cores/model. In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	
324	Lot 6 Configuration s	Appendix C Cost Submittal	How does the Commonwealth plan on addressing backup and recovery since it is not called out as a specification?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section.
325	Lot 6 Configuration s	Appendix C Cost Submittal	How does the Commonwealth plan on addressing a Converged/Hyperconverged infrastructure, as it is not called out in the specifications?	Please refer to the answer to Question #2 .
326	Lots 5 and 6 Consumption Based Pricing	Appendix C Cost Submittal	In regard to the consumption model cost request, does the Commonwealth want to see pricing offered for different classifications of storage (for instance, slow = .01 fast = .05 and super-fast = .10 or some delineation of class of storage)?	The Commonwealth will review responses based on options provided.
327	Lots 5 and 6	Appendix C Cost Submittal	Will the Commonwealth allow bidders to show price deviation methods (meaning, the price can increase or decrease depending on the amount consumed by the Commonwealth)?	This is based on the pricing model proposed by the Offeror.
328	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "yes", against what mean average will each bidder be considered?	This is based on the pricing model proposed by the Offeror.

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329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options should be included in the "Options" section.

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#	RFP Page Number	RFP Section Reference	Question	Answer
334	A.	Appendix L - Service Management Integration Requirements	Per A. a., "a. Offeror must use the Commonwealth's current integration model, data model, and error handling methodology, which are subject to change*." What is the Commonwealth's current integration model, data model, and error handling methodology for the ITSM system?	Please refer to the answer to Question Number #91 .
335	Lot 6 Consumption Based Pricing	Appendix C Cost Submittal	Will the Commonwealth provide their current storage utilization information, as well as expected growth over the next 5 years?	This information is not available at this time.
336	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide performance criteria? E.g. 2ms response times for block storage, 5ms for file storage and 10ms for object storage.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
337	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide availability requirements? E.g. 99%, 99.99% or 99.999% uptime requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
338	Lot 6 Line 33	Appendix C Cost Submittal	Do you want a total of 20 ports in the bid response or 20 ports per switch?	The minimum is 20 ports.

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#	RFP Page Number	RFP Section Reference	Question	Answer
339	Lot 6 Lines 25, 33, 34	Appendix C Cost Submittal	The term “GB” is used – what does this mean (Gigabyte, Gigabit, something else)?	The term GB refer to “Gigabyte.”
340	Lot 6 Line 34	Appendix C Cost Submittal	How many switches do you want in the bid response – 1 or 2?	There is a minimum of 20 ports, regardless of the number of switches.
341	Lot 6 Line 35	Appendix C Cost Submittal	Why are you asking storage vendors to bid HBA’s. We think this belongs in the server lot	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
342	Lot 6 Lines 37, 38	Appendix C Cost Submittal	The term “SVC” is used. What does this mean? IBM’s virtualization engine? If we are not using IBM as our OEM supplier, how do we bid SVC? We were told we have to stay within one OEM’s product line.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
343	Lot 6 Line 40	Appendix C Cost Submittal	Are you asking us to include in our bid a 64 port switch with 20 SFP in it?	The requirement is for the switch(es) to be scalable to 64 ports.
344	Lot 6 Line 41	Appendix C Cost Submittal	The newer 16Gb and 32Gb FC specs, do not allow for arbitrated loop. Only 8Gb specs and lower provided for AL support. 8Gb optic support in newer switches is unavailable or very limited and may not meet port count/scalability specifications. Is this acceptable?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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345	Lot 6 Line 44	Appendix C Cost Submittal	“Ability to support 146GB... drives”. Is support for 146GB drives a requirement? Newer storage subsystems support a 300GB minimum size for 15K and 10K SAS drives.	146GB is the minimum. Offerors may quote any drive that exceeds these specifications.
346	Lot 6 Lines 47, 48	Appendix C Cost Submittal	How will “Scalability” and “Reliability” be measured?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
347	Lot 6 Line 115	Appendix C Cost Submittal	“SCSI” is assume to mean “iSCSI”. Is this a correct assumption?	Yes, that is correct.
348	Lot 6 General	Appendix C Cost Submittal	There are a number of specs/minimum requirements that call out 4GB (vs Gb, we assume gigabit?). Is support for 4Gb HW required? Newer storage subsystems support 8Gb HW and up. However, 8Gb HW can support 4Gb speeds. This is specifically critical in responding to line 112, as it requests for “4GB” Storage Controller FC interface upgrade costs. Our vendor partners no longer support 4Gb HW.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
349	Lot 6 General	Appendix C Cost Submittal	What is self-cleansing technology? Can you provide an example?	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be

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				cleansed in accordance with ITP SEC-015.
350	Lot 6 General	Appendix C Cost Submittal	Do we include racks in our bid response or are you providing standard racks?	Offerors may propose racks as an option.
351	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth is asking for MFD pricing separately but it has placed an MFD in the Market basket. Would the Commonwealth consider removing that item (J7X28A#BGJ) from the Market Basket?	Yes, the Commonwealth will replace and remove this item from the Market Basket.
352	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth has publicly stated that it wants to do away with Desktop/single function printing. Would the Commonwealth consider removing from the Market Basket the single function printers part #s CN550A#B1H and E6B69A#BGJ?	Yes, the Commonwealth will replace and remove these items from the Market Basket.
353	Lot 3 Market Basket	Appendix C Cost Submittal	Schneider and APC are the same company. Will the Commonwealth make any adjustments here?	Yes, the Commonwealth will make the consolidation of both listed companies under APC.
354	33-36	Part IV	Will the Commonwealth re-consider allowing "Offerors" to submit a bid for more than one manufacturer where stated only one is permissible?	No.

Questions & Answers (Revised 1/26/2017)
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#	RFP Page Number	RFP Section Reference	Question	Answer
355	Defective Hardware Replacement SLA ID 06.1	Appendix K. SLAs	Will the Commonwealth detail the time frame in which a product is considered defective?	Please refer to Section 12, <i>Acceptance</i> , of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.
356	All	Appendix K. SLAs	Can any or all of the SLAs be waived if so noted on the PO?	Yes, if noted in the purchase order.
357	34	Section C	Will the Commonwealth explain the role of the back-up awardee?	The role of the back-up awardee is to ensure full coverage of IT peripheral devices in a case where the best value provider does not have access to a product requested by the commonwealth.
358	8 Section 19	Appendix A	Presently invoices are submitted to one address. Is the statement below the intention moving forward? Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract,	Invoices will still be submitted to one address but separate billing accounts must be established by the contractor so invoicing is submitted to the correct agency.

Questions & Answers (Revised 1/26/2017)

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
			updated price lists or any discounts negotiated by the purchasing agency.	
359	3	Section 6	P-Cards taken via the telephone exposes the Commonwealth to a high risk of fraudulent orders. Will the Commonwealth entertain a more secure way to process P-Cards?	The prefer method of acceptance is over the phone. The commonwealth will review additional options of P-Card acceptance with the awarded Offeror(s)
360	Lot 2 - Rugged Devices	Appendix C Cost Submittal	In regard to the Hard Drive requirements for the rugged laptops, is the Commonwealth of PA looking for an HDD or SSD option? Is there a preference? Would either option be considered?	The Commonwealth prefers a Solid-State Drive; however, a hard disk drive is acceptable.
361	Services	Appendix C Cost Submittal	Custom integration (<i>imaging/asset tagging/BIOS</i>) adds time to the manufacturing process. How many additional days are acceptable for customized orders?	Additional time will be addressed between the Contractor and the agency if a change occurs after the start of integration.
362	SLA ID - AM-04.1	Appendix K. SLAs	Referencing the 10 Day SLA for product order to ship...is there a possibility this 10 day can/ will apply to only the base unit configuration without customization of upgrade options?	Applies to all units.
363	Lot 1, Desktops	Appendix C Cost Submittal	Since all microprocessors are not created equal, we believe using a generic parameter like clock speed could lead to disappointing performance,	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			and therefore may not be in the best interest of the State. Would the Commonwealth consider adding Intel processors as a requirement, and that the Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered?	
364	Lot 1, Desktops	Appendix C Cost Submittal	The Commonwealth is requesting 1 DVI port on the desktop. Would you accept a DisplayPort an acceptable option?	Yes, a DisplayPort would be an acceptable option. If a replacement, then an adaptor to DVI must be included.
365	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth has standardized on Windows 10. Is the Win7 downgrade still required?	No. Please refer to the answer to Question #20 .
366	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with A/C wireless standard. Is this acceptable?	Yes, A/C wireless is acceptable.
367	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with Bluetooth v4.x. Is this acceptable?	Yes, so long as it meets or exceeds minimum requirements set forth in the specifications.
368	Lot 1, Laptops	Appendix C Cost Submittal	An optical USB mouse with scroll is listed as standard. Please confirm this is correct and required to ship with each laptop ordered.	Yes, it is correct and is required to ship with each laptop ordered unless otherwise identified in the SOW or Purchase Order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
369	Lot 2, Non-Traditional Desktops	Appendix C Cost Submittal	Are these meant to be Workstations?	The definition of Non-Traditional Desktop includes zero client and thin client.
370	Lot 5 & 6 Servers and Storage	Appendix C Cost Submittal	Under the Universal Options section can you please clarify the "Preparation for Shipment"	Please refer to the answer to Question #260 .
371	Lots 1, 2, and 4	Appendix C Cost Submittal	<p>In Appendix C, the term of the lease requested for Lots 1,2, and 4 is four years. However, more detail is needed to ensure all parties are quoting the same. There are three aspects that need clarification: lease type, payment frequency, and payment timing. Please advise on the following:</p> <p>1) Lease Type: Is this a Fair Market Value lease? 2) Payment Frequency: Are payments to be monthly, quarterly, or annually? 3) Payment Timing: In arrears or in advance?</p>	<p>1) Lease Type: Fair Market Value. 2) Payment Frequency: Annual. 3) Payment Timing: In advance following initial invoice.</p>
372	38	IV-3.B.5	The Services section of the RFP reads that “The Contractor must honor all quotes for at least ninety (90) days.” Is this 90-day validity period also to be considered the validity period of lease rate quotes in Appendix C? Since leasing rates by nature are not able to be held for extended periods of time, we need to understand the validity period expected.	No, it is not.

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#	RFP Page Number	RFP Section Reference	Question	Answer
373	36	IV-3. A (5) (i)	<p><u>Lot #5 Requirement:</u> "Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Magic Quadrant for Modular Servers - May 2015 will be considered for this lot: (a) Dell, (b) HP, and (c) Lenovo."</p> <p>If the Commonwealth wishes to limit offerors to provide Gartner "Magic Quadrant" leading solutions, please update the RFP to refer to the most current May, 2016 Gartner Magic Quadrant report found at: https://www.gartner.com/doc/reprints?id=1-2EEWKHH&ct=150504.</p> <p>[The current RFP qualification is based on an out-of-date market analysis which has been superseded by Gartner's most current "Magic Quadrant for Modular Servers" dated May 2016. The use of an out-of-date industry analysis artificially creates an exclusionary specification and an unlevel playing field among otherwise qualified offerors.]</p>	<p>This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
374	34	IV-2 (E) (1) & Appendix H Technical Submittal Response Template and Appendix C Cost Worksheet	<p><u>Lot #5 Requirement:</u> "(1) The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the "Best Value OEM" for Lot 5."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5.</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.</p> <p>b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.</p>	<p>a. Appendix H: The Commonwealth evaluate the products from a technical perspective.</p> <p>b. Appendix C: You are correct; costs will be evaluated based on the standard specifications provided.</p> <p>c. Technical standards are based on the specifications listed in Appendix C.</p>
375	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p>	<p>a. Correct.</p> <p>b. The devices identified are strictly to be used for vendor comparison for RFP 6100039046. All actual orders</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p><u>How were the named vendors determined that appear on Appendix C?</u></p> <p>a. The title, “Top Manufacturers” does not appear to relate to technical industry solution rankings in each category, but rather solely to existing Commonwealth suppliers/historical spend.</p> <p>b. This constitutes an exclusionary spec which effectively limits competition to existing Commonwealth suppliers who appear as the a single manufacturer brand per solution category in Appendix C, e.g.,</p> <p style="padding-left: 40px;">i. in the category of “Communications/Conferencing”, Appendix C essentially names only Microsoft/Polycom as named communications suppliers.</p> <p style="padding-left: 40px;">ii. Other industry leading OEM brands currently in the embedded base are completely missing from Appendix C, e.g., the global market leader for video endpoints have been excluded from the named brand list.</p> <p>c. How was the historical spend calculated for each named brand?</p>	<p>will be based on the needs of the agency at the time of order.</p> <p>c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>i. E.g., what was the method for determining historical average?</p> <p>ii. Other OEM manufacturers representing higher Commonwealth spend than those listed in Appendix C have been excluded.</p>	
376	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p> <p><u>This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.</u></p> <p>a. While non-named manufacturers can be included under the umbrella post award via the "maximum" mark-up, please explain how a fair best value comparison can be conducted across the "non-named brands" since there is no comparable data provided for analysis, and the data provided is not standardized across providers?</p>	<p>a. Using historical spend, the Commonwealth wanted to capture the manufacturers that represented the majority of that spend, with a designated maximum markup for any other manufacturer that is not mentioned.</p> <p>b. Please provide additional proposed technologies in Appendix H: Technical Submittal.</p> <p>c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.</p>

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			<p>b. The bid encompasses a broad scope of technology solutions each of which should be evaluated by technology-specific performance/cost criteria. Some of these lend themselves to a purely cost based analysis, e.g., power supplies, printers, cameras, scanners. However, other more complex technologies, e.g., Communications, Video Conferencing, require “best value” evaluation of technical specifications to ensure equal comparison before determining resulting costs. This RFP contains no technology specifications for evaluation of the proposed technologies, particularly in the categories of "video conferencing" and "communications".</p> <p>c. Would the Commonwealth consider separating these into different lots or solicitations?</p>	
377	33	IV-2, C (2) (ii)	<p>Lot #3 Requirement: Please define what "Communications" means and includes in the context of Lot #3 - IT Peripherals in this RFP, e.g., does "communications" include wireless access points? IP Phones? Video Conferencing endpoints?</p>	<p>A communication device is a hardware device capable of transmitting an analog or digital signal over the telephone, other communication wire, or wirelessly. Yes. Yes.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	<p>Lot #3 Requirement: "(1) The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option. Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term.</p> <p>d. Pricing does not consider or include support/subscription maintenance (the all in cost</p>	<p>Based on the cumulative Technical, Cost, and SDB / SB scores, the Commonwealth will ultimately make a decision on deeming an Offeror "Primary" and an Offeror "Secondary" to fulfill their required needs</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			of ownership) of the brand/technology solutions bid in any lot.	
379	Row 21 Volume Capability Speed	Appendix C Cost Submittal	Can the Commonwealth define functional concurrency and the features that it relates to?	Functional concurrency refers to the device being able to print, process print jobs, scan to email and faxing simultaneously.
380	Row 61 Digital Output	Appendix C Cost Submittal	Can the Commonwealth clarify how and why TIFF 6.0 is being used vs other TIFF formats? Would the Commonwealth remove the requirement for devices to support TIFF 6.0 ?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
381	Lot 6	Appendix C Cost Submittal	What is the Commonwealth's desired approach specific to object and file storage?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
382	Lot 6	This issue is addressed in the revised <u>Appendix C, Cost Submittal Response Template</u> , posted on January 20,	Please identify in the January 20, 2017 posted version of Appendix C where changes to the IBM-only Storage Volume Controllers were made.	Please refer to Tab “Lot 6” of Appendix C, Cost Submittal Response Template rev (1-26-17), under “Lot 6 – Services – Options – Upgrades” rows 109, 110, 112, and 113.

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#	RFP Page Number	RFP Section Reference	Question	Answer
		2017, as part of Addendum Number 7.		<p>Also, the rows relating nodes in under the “Lot 6- Storage – Best Value Configurations” and “Lot 6 – Storage – Non Best Value Configurations” have been removed.</p> <p>Additionally, please refer to RFP 6100039046 at Part IV, Section IV-3.A.6 for the revised list of eligible OEMs (or certified resellers) based on the Gartner Leaders Quadrant for General Purpose Disk Arrays (October 2016).</p>
383		Storage Volume Controllers(SVC)	The commonwealth received 9 questions about the requirement for IBM's "Storage Volume Controllers(SVC)" for Lot 6. The answers point to the January 20, 2017 posted version of Appendix C which does not appear to have any changes to the requirement. Please confirm that the State will accept bids for Lot 6 that are not solely limited to an IBM storage solution.	Please refer to the answer to Question #382
384	44	IV-3-C-ix-b	Off-Premise Disk Wipe - The requirement states that the device is to be cleansed at its current location, but the requested service is to be off-premise, including pickup and delivery. Please clarify this requirement.	Part IV, Section IV-3.C.2(ix)(b) of RFP 6100039046 has been revised to clarify that cleansing must take place “at a location

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#	RFP Page Number	RFP Section Reference	Question	Answer
				approved by the Commonwealth....”
385	44	IV-3-C-vii-a	On-Premise Disk Wipe - This requirement states that the Contractor shall pack and pick up the device to be wiped, but the service requested is to be on-premise. Please clarify this requirement.	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised by deleting the phrase “, pack and pick up.
386	43	IV-3-C-vii-c	Hard Drive Removal - In our experience, agencies ask for hard drives to be removed in order to preserve the data on the drives while allowing for the disposition of the PC assets. Requiring drive wipe services in conjunction with hard drive removals will not allow this to happen, and will also add unnecessary cost to the Commonwealth if the disk wipe is specified but not performed. Will the Commonwealth consider removing the data wipe requirement from this and procuring any data cleansing services needed using the On- or Off-Premise Disk Wipe service? In this way the Hard Drive Removal service would consist only of removing the hard drives and providing them to an agency-designated employee?	If necessary, prior to the hard drive removal/whip, the agency, in cooperation with the Contractor, will verify the backup of the hard drive data has been completed.
387	43	IV-3-C-vi	Preparation for Shipment - This task does not indicate the requirement to disconnect existing PC equipment, and remove it from the desk area,	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised to

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#	RFP Page Number	RFP Section Reference	Question	Answer
			but only packaging equipment for shipment. Does the Commonwealth require de-installation services as part of this service?	add the phrase "Disconnect existing PC and peripheral equipment and remove it from the desk area."
388	44	IV-3-C-vii-d/e/f	"Hard Drive Removal - The section of hard drive removal discussing end of lease or defective hard drives seems to be a contact requirement, and not an optional service. Does the Commonwealth intend to have these services as optional, or are they required? (d) Contractors must allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Agency with no additional cost to the Commonwealth: (e) The Commonwealth may keep the defective or leased hard drive. (f) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015."	These services are required as part of the lease.
389		Q& A # 178 IV-3-C-x and xi	Can the Commonwealth confirm that when transporting any type of device, it wants the Contractor, not agency IT personnel to be responsible for data backup? In the case of many system types, including servers and storage, it may not be feasible for Contractor personnel to perform and ensure backups are correct, given the disparate agency backup systems in place.	Please refer to the revised response to Question #178 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
390	Lots 5 and 6	Q& A # 253 and Appendix C, Cost Submittal	For OEMs that do not provide a single list price, but perform list pricing based on the service level chosen, how is a reseller to provide that information to the Commonwealth? Should the reseller provide the highest list price and then adjust the discounts accordingly?	The OEM’s certified reseller should provide the list price that most accurately represents the service level associated with the device and adjust the discounts accordingly.
391	Lot 6	Appendix C Cost Submittal	I would like clarification on the answer given to Q&A question #73 which appears to be in conflict with the pricing sheet allowing for an All Other Storage Discount. The answer seems to indicate that all other storage is to be sold at the “Non Best Value” discount rate. Can you please clarify – Is the discount rate on the Best Value and Non Best Value just for those specific proposed minimum configurations ONLY or does the discount need to apply to ALL other future storage purchases configured and solutioned at a later time?	The discounts shall apply to all future storage purchases made through the awarded contracts.
392	Lot 6	Appendix C Cost Submittal	The Answer to Question 238 is “This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017 as part of Addendum Number 7”, however, there does not appear to be any change. What change was made to lot 6 or is to be made?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
393	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC controller eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .
394	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC RAM eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .
395	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth is asking for Windows 10 with a Win7 downgrade. Intel's 7th Gen Kaby Lake Processors will not run Win 7. Please confirm your move to Win 10 with no downgrade requirement, or your willingness to buy 6th Gen Sky Lake processors to support both Win 10 and a downgrade to Win7.	The requirement for the Windows 7 downgrade has been removed. Please refer to the revised answer to Question #20 and Question #365 , and the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
396	Lot 1, High- End Desktop	Appendix C Cost Submittal	This processor is a 6Core gaming processor, not normally found in a business-class system. What application will you use that requires this processor, over a Xeon 4Core which would likely	Xeon processors will be acceptable as long as the Offeror can provide performance metrics showing the performance meets

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#	RFP Page Number	RFP Section Reference	Question	Answer
			perform better? Please consider allowing a 4 Core Xeon alternative.	or exceeds the requested specification.
397	Lot 3 Peripherals Market Basket	Appendix C Cost Submittal	Will the Commonwealth change the manufacturer name "Transcentra" to IBML? Trans Centra is not the manufacturer.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
398	Lot 3 Peripherals Market Basket	Appendix C Cost Submittal	Will the Commonwealth remove line 53? HP part # JG926A#ABA is a Network Switch.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
399	4	Calendar of Events	Will the Commonwealth of PA considering extending the due date an additional 5-7 days?	No
400	2	Calendar of Events	Due to the amount of Q&A and the update from last week, SHI would like to request an deadline extension for all vendors to 2/15. This extension will help ensure we provide a complete and compliant response. We appreciate your consideration.	The due date shall remain at February 10, 2017 at 2:00pm ET.
401	Lots 1,2,4,5 and 6	Appendix C Cost Submittal	In Lots 1, 2, 4, 5, and 6, every requested configuration has many different options, but there is only space for one option. For example:	The commonwealth understands the options lines are limited at this point, and intends to finalize

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>In Lot 1, Line 184, an I7 processor upgrade would have 7 different options based on this requested configuration, but there is only space for one option. Is there a way for Offerors to include more options?</p>	<p>available options during contract negotiations.</p>
402	Lot 3	Appendix C Cost Submittal	<p>In Lot 3 there are discontinued manufacturer part numbers in the market basket. Does the Commonwealth want Offerors to replace them? If so, there is not space to communicate that we are replacing with the current manufacturer part number.</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11. Please use the “Alternative Manufacturer Part #” and “Alternative Part Description” columns as necessary to enter current part numbers (and descriptions, if applicable)..</p>

Date: February 7 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 12

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

- PA IT Hardware RFP rev. (2.7.17). Section III-4. Evaluation Criteria has been updated.
- Questions and Answers Information Technology Hardware rev. (2.07.17). Added Question and Answer #403.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE:

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Friday, January 20, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Friday, February 10, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals.

- A. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:
- (1) **One (1) paper copy** of the Offeror's **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
 - (2) **Eight (8) paper copies** of the Offeror's **Technical Submittal Response Template (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
 - (3) **One (1) electronic copy** of the Offeror's **Cost Submittal Response Template (Appendix C)** (Cost Submittal envelope. Provide on either a flash drive or CD-ROM. Do not submit a paper copy.)
 - Complete the response sections for each Lot on which the Offeror is proposing
 - (4) **Two (2) paper copies** of each **Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q)** and **associated Letters of Intent (Appendix G)**. (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q)** and **Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
 - (5) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy** for each Lot on which Offeror is proposing) (Technical Submittal envelope);
 - (6) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to **Part I, Section I-13, Small Diverse Business/Small Business Information** for more information (SDB/SB Submittal envelope);

- (7) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope);
- (8) **One (1) paper copy** of the Offeror's **Iran Free Procurement Certification Form (Appendix U)** (Technical Submittal envelope);
- (9) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities** forms (**Appendix I**), if applicable (Technical Submittal envelope); and
- (10) **One (1) paper copy** of the Offeror's **Manufacturer Authorization Letter(s)**, if applicable, for each Original Equipment Manufacturer (OEM) the Offeror is proposing, unless the Offeror is the OEM (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

- B. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.
- C. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.
- D. Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal

receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business/Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Page/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must

additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101—67.3104. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
 - (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
- (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
- (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The

selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*, 71 P. S. §§ 776.1—776.9)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest

may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

B. Place for Filing. A protest must be filed with the Agency Head Designee by either email or hardcopy.

- (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
- (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh
Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror that is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror that submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law (Section 1711.1 of the [Commonwealth Procurement Code](#), 62 Pa. C. S. § 1711.1) to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.

- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.

- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and
- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

(1) **A “local public procurement unit” is:**

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;
- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any

State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the [Commonwealth Procurement Code](#). However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

(3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Old Administrative Fee	New Administrative Fee
DGS Self-Certified Small Business	\$500	\$500
DGS Verified Small Diverse Business	\$500	\$166
All Other Offerors	\$1,500	\$1,500

- (1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the proposal submittal.
 - (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor

as a COSTARS vendor, and only so long as the required Contract fee is kept current.

- (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
- (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
- (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous> Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>.

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- A. **Definitions.** The following words and phrases have the meanings set forth in this provision:
 - (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
 - (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
 - (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

- B. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”
- C. General. A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- D. Additional Terms.
- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
 - (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
 - (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
 - (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.
- E. Prices.
- (1) *Price adjustment*. For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers’ compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30**.
 - (2) The Contractor’s pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor’s pricing may be adjusted up or down based on market conditions only with the

mutual agreement of both the Contractor and any external procurement activity.

- F. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- G. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one (1)** electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business/Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Response Template, Appendix C, Cost Submittal Response Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing **Appendix H, Technical Submittal Response Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within **Part IV, Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing **one (1)** submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Response Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on **Appendix Q, Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal** (attached as **Appendix Q**).
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form (attached as **Appendix Q**). At minimum, the Letter of Intent must include the following:

- (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business (Offerors may use the historical data to establish an estimated dollar value);
- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide;
- (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies;
- (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
- (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.

- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the Contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Cost Submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template** only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](#) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>.

II-7. Manufacturer Authorization Letter. If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100039046 for Information Technology Hardware. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.

II-8. Iran Free Procurement Certification and Disclosure. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix U** of this RFP. Offerors, pursuant to **Part III, Section III-4.E**) must submit in hardcopy the signed **Iran Free Procurement Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Products and Services Required, Proposal Summary, Product Descriptions, References, Past Public Sector Experience, Reporting, Staffing, Implementation Plan, Coverage (Lot Applicable), Just-In-Time Purchasing (Lot Applicable), Inventory/Asset Management (Lot Applicable), Emerging Technology, Asset Flexibility (Lot Applicable), Supply Chain Management/Managed Logistics (Lot Applicable), Punch-out Site (Lot Applicable), Service Integration (Lot Applicable), Information Technology Policies (ITP), Self-Cleansing (Lot Applicable), Continuous Improvement, Accessibility Plan, Required Contract Services Plan (Lot Applicable), and Consumption Based Pricing Model (Lot Applicable)** . Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. **Small Diverse Business Participation:**

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than **one percent (1%)** of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. **Two-thirds (2/3)** of the total points are allocated to Small Diverse Business participation (SDB%).
4. **One third (1/3)** of the total points is allocated to Small Business participation (SB%).
5. Based on a maximum total of **200** available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

<p>Small Diverse Business and Small Business Raw Score =</p> <p>$200 (SDB\% + (1/3 * SB \%)$</p>

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.
- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**. The certification will be included as a contractual obligation when the Contract is executed.

- E. **Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: **a) certify it is not on the current list of persons engaged in investment activities in Iran** created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the [Commonwealth Procurement Code](#) and is eligible to contract with the Commonwealth under Sections 3501—3506 of the [Commonwealth Procurement Code](#); or **b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).** All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix U, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#>

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the Contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the Contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M).** The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single OEM for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500 K), Rugged Devices (\$1 M) and Non-Traditional Desktops (\$150 K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.

- C. **Lot 3—General IT Peripherals** (\$16M historical annual spend). IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.
- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the Contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
 - (2) Key Peripherals sub-categories include, but are not limited to:
 - (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking.
 - (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.
- D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single offeror.**
 - (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
- E. **Lot 5—Server Hardware** (\$13M in historical annual spend). Servers are the backbone of the Commonwealth’s hardware operating environment.
- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
 - (2) **Each Offeror shall propose a single OEM for this Lot.**

- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend). IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) **Each Offeror shall propose a single OEM for this Lot.**
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” **A waiver** from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.

- (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Response Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMS listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks—November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **Appendix L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the OEMs listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only the OEM or certified resellers of the OEM will be considered for this lot.
- (ii) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders’ and Challengers’ quadrants of Gartner’s Magic Quadrant for Modular Servers—May 2016 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Cisco.
 - (d) Lenovo.
 - (e) Huawei.
- (ii) Offerors must be able to provide the OEM’s full server product line.

- (iii) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
- (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the Contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
- (v) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vi) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Offerors shall describe their ability to accommodate this model in **Appendix H, Technical Submittal Response Template**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (October 2016) will be considered for this lot:
 - (a) Dell EMC.
 - (b) Dell Technologies.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
 - (h) Huawei.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Template**.

B. Required Contract Services. These services are required by the awarded contractors at no additional cost to the Commonwealth.

- (1) The Contractor must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
- (2) **Supply Chain Management/Managed Logistics.** The Contractor must provide staging and storage at no additional cost (unless otherwise defined in **Appendix M, Statement of Work Template**), respond quickly to changing needs and provide an effective order expediting process, if necessary.
- (3) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (4) The Contractor must honor all quotes for at least **ninety (90) days**.
- (5) **Key Personnel:**
 - (i) **General:** Information relating to key personnel is as follows:
 - (a) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

- (b) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.
 - (c) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate Commonwealth agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all Commonwealth agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.
- (ii) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (a) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - 1) on a temporary basis, within **one (1) week** of the availability change; and
 - 2) on a permanent basis, no longer than **thirty (30) calendar days** from the availability change.
 - (b) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with **thirty (30) calendar days'** written notice. If a staff person is removed from the Contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

(6) **Secure E-procurement Portal (Lot applicable):**

- (i) Within **ninety (90) days** after the contract effective date, Contractors must establish a secure e-procurement portal personalized for the Commonwealth which lists the products and services with related pricing approved by the OA/OIT Bureau of IT Procurement. Only brands and/or products approved by OA/OIT Bureau of IT Procurement will be permitted. Contractors must remove any brand and/or product from the portal at the direction of the OA/OIT Bureau of IT Procurement for any reason. Repeated failure to remove brands and/or products when directed may result in cancellation of the contract. Please refer to **Appendix T, OCI Supplier Punch Out Overview**, more information.
- (ii) The secure e-procurement portal must have the capability to generate daily reports that reflect all the items ordered by Commonwealth agency/bureau for any given time frame throughout the term of the Contract. The secure e-procurement site must also allow for ad hoc reporting requirements.
- (iii) The secure e-procurement site must allow searches by, but not limited to: Manufacturer; Product Name; Part Number or SKU; Purchase Order Number; and type of equipment (e.g. memory, MFD).
- (iv) The secure e-procurement portal must allow Commonwealth users to print a quote directly from the shopping cart to attach to the Commonwealth agency's purchase order.

C. Optional Services.

- (1) Contractors should provide a quote for warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to **four (4) years** past the expiration date of the Contract.
- (2) The Commonwealth agency will develop a statement of work ("SOW") for each Service order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth's discretion. Offeror's must provide separate pricing for on-premise and off-premise disk wipe.

Optional Services in scope are as follows:

- (i) **Installation.**
 - (a) The Contractor must, at a minimum:
 - 1) Assign a project manager to every installation;

- 2) Provide status reports of installations completed, installations outstanding, and issues;
 - 3) Unpack equipment;
 - 4) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external equipment to computer;
 - 5) Power on the device or system;
 - 6) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
 - 7) If non-imaged system, verify that OS boots.
- (b) As part of the SOW, the Commonwealth agency will specify whether Contractor must remove all packing materials and boxes from the site within **one (1)** week after the installation has been completed.
- (c) The Contractor and the Commonwealth agency will develop a schedule to deliver equipment at the employees' desks or other location specified by the Commonwealth agency.
- (ii) **Asset Tagging (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new equipment procured;
 - 2) Ensure that the Identification Tag Number is readable from WMI (Windows Management Instrumentation), if applicable.
 - 3) Ensure that each Identification Tag is located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls;
 - 4) Provide identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth in an electronic format, which can be incorporated into existing Equipment databases. The Commonwealth agency will provide database formats to be used by the Contractor; and
- (b) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iii) **Image Deployment (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Deploy the image specified by the Commonwealth agency on each computing device;

- 2) If a Commonwealth agency requires images, the Contractor must accept and store the images provided;
- 3) Certify the images for use with the proposed hardware and provide test unit to Commonwealth agency for final verification; and
- (b) The format of the delivered image will be specified in the SOW.
- (c) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iv) **Bundle—Installation, Image Deployment and Asset Tagging.**
 - (a) The Contractor may perform all duties listed **Part IV, Section IV-3, B-3 – i, ii, & iii** listed above in a bundled package.
- (v) **Data Transfer.**
 - (a) The Contractor must, at a minimum:
 - 1) Copy all local Outlook folders;
 - 2) Copy all specified data onto the new, pre-imaged system;
 - 3) Copy all local outlook folders;
 - 4) Disconnect all systems and
 - 5) Not retain any data associated with the data transfer.
 - (b) The Contractor may transfer data using the Commonwealth’s network, a crossover cable or Commonwealth-owned and provided external hard drive.
- (vi) **Preparation for Shipment.** The Contractor must, at a minimum:
 - (a) Verify the functionality and condition of the equipment with the agency
 - (b) Disconnect existing PC and peripheral equipment, and remove it from the desk area
 - (c) Fully prepare and pack the equipment ready for delivery and shipment. Including but not limited to; securely boxing and palletizing (if necessary) of the devices.
- (vii) **Hard Drive Removal.**
 - (a) The Contractor must, at a minimum:
 - 1) Arrive at the Commonwealth designated location at the time scheduled with the Commonwealth agency to uninstall and fully remove the hard drive in question;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Cleanse the hard drive as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf; and

- 4) Allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Commonwealth agency with no additional cost to the Commonwealth.
 - i) The Commonwealth agency may keep the defective or leased hard drive.
 - ii) Contractor must cleanse the hard drive as detailed in Commonwealth ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (b) The Commonwealth agency may choose to keep the removed hard drive and provide delivery location of removed hard drive.
- (viii) **On-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall the equipment from the Commonwealth agency at the scheduled time;
 - (b) Arrive at the Commonwealth-designated location at the scheduled time; and
 - (c) Cleanse the device in the equipment as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at its current location and provide proof of the disk wipe to the Commonwealth agency.
- (ix) **Off-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall, pack, and pick up the equipment from the Commonwealth agency at the scheduled time;
 - (b) Cleanse the device as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at a location approved by the Commonwealth and provide proof of the disk wipe to the Commonwealth agency; and
 - (c) Return the equipment at the time and location specified by the Commonwealth agency.
- (x) **Relocation within 25 Miles.**
 - (a) The Contractor must, at a minimum:
 - 1) Provide relocation of equipment within the same building or within a 25-mile radius;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency; and
 - (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xi) **Relocation Outside 25 Miles.**
 - (a) The Contractor must, at a minimum:

- 1) Provide relocation of equipment beyond a 25-mile radius; and
 - 2) Verify the functionality and condition of the equipment with the agency
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
- (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xii) **Equipment Return to DGS Surplus Warehouse.** The Contractor must, at a minimum:
- (a) Deliver the packed equipment to the DGS warehouse located at:

DGS Surplus Warehouse
2221 Forster St.
Harrisburg, PA 17125

D. Order Fulfillment.

- (1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.
- (2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.
- (3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services*.

E. Quote Requirements.

- (1) All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth at the outset of the Contract.
 - (i) Include: contract number, manufacturer contract number (if applicable); service period (if applicable); manufacturer product ID; manufacturer product title; line item descriptions; list price so the Commonwealth can verify discounts on quotes; expected delivery date; and related purchase order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
 - (ii) No additional terms and conditions may be attached to a quote.

F. **Volume Orders:**

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

G. **Service Level Agreements.** The Contractor must meet the service level agreements (SLAs) as described in **Appendix K, Service Level Agreements**.

H. **Standard Configuration Reviews.**

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response Template**, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

I. **Quarterly Business Reviews.** The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the Contractor will be kept confidential by the Commonwealth. The objective of this meeting is to reach a mutual agreement on product replacement during the life of the Contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

J. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template**.

- K. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:
- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the Commonwealth agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount.
 - (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information; Equipment Information; Maintenance/Services Information; and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities; achievements; challenges; and Contractor’s recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.
- L. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology

in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 - 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror’s receipt of payment from the Commonwealth for such work.

- 4.** Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
1	4	Calendar of Events	Dates for Pre-Proposal Conference has been moved out more than 2 weeks to Jan 5th, 2017. Will the dates for Questions, Response to questions, and the final Due Date for RFP also be moved out accordingly	Yes, the due date for the RFP response has been extended to February 10, 2017.
2	36,37	IV-3. A (5), IV-3. A (6)	Will the Commonwealth accept submissions for hyper-converged Server & Storage solutions based on Manufacturer hardware noted? Specifically, Dell is an OEM provider for many of the leading hyper-convergence providers and is listed as an acceptable Server & Storage manufacturer. The Commonwealth indicates an interest in the 'latest in related computer-based technologies,' of which hyper-convergence would fit, as it delivers more efficient data capabilities on less physical infrastructure and associated costs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7. The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
3	38	IV-3. A	Lot 5-Server Hardware indicates only Intel servers. Are IBM Power Systems servers part of the RFP or will they be added via an addendum or related request?	These devices will be procured through a separate procurement.
4	35,36	IV-3. Requirements. General IT	What platform does the State's punch-out system run on?	The punch-out system runs on SAP Supplier Relationship Management 7.0.

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
5	35,36	IV-3. Requirements	It states that "(ii) Offerors must be able to provide a punch-out site for order placement." Does this mean that you need the Supplier's system to feed into the State's already existing punch-out system?	Yes, that is correct.
6	38-39	IV-3. Requirements. B. Associated Services (4)	Without knowing an exact order date vendors cannot give an exact delivery date. Therefore, can the expected delivery date be removed as minimum included for quotes?	This section refers an estimated delivery date based on the vendor working with the agency. The final delivery date will be set in accordance with the applicable Service Level Agreement listed in Appendix K, Service Level Agreements.
7	38-39	IV-3. Requirements. B. Associated Services (4)	Service purchase orders are not always available when ordering hardware, can "other related purchase orders for service date" be removed as minimum included for quotes?	No, please refer to the answer to Question #6 .
8	Quote Accuracy Consistency (QAC)	Appendix K SLAs	What is the criteria that all quote accuracy is based on?	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.

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#	RFP Page Number	RFP Section Reference	Question	Answer
9	39 and 44	IV-3. Requirements. B. Associated Services (5)	Custom quotes may be available to honor up to 90 days or more, but on a continual basis due to continual industry technology changes, will the Commonwealth consider keeping with the industry standard of 30 days?	No, the Commonwealth will not amend this requirement.
10	41 of 44	IV-3. Requirements J. Quarterly Report	Can the Commonwealth modify the requirement of Agency Information in the Quarterly report to "Agency Information, if provided"	No, the Commonwealth will not amend this requirement.
11	Customer Inquiry Response Time (CIRT)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with giving prompt customer service, will the Commonwealth consider removing this SLA and instead confirm that if a request is brought to The Supplier's attention by the Office of Administration, that the supplier has four (4) business hours to acknowledge and confirm follow-up for the subject request?	No, the Commonwealth will not amend this service level agreement.
12	Quote Accuracy Consistency (QAC)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with providing accurate quotes based on the Commonwealth preapproval per the RFP term confirmed for quote requirements, will the Commonwealth consider removing this SLA?	No, the Commonwealth will not remove this service level agreement.
13	Quote Delivery for Catalog Items (QDCI)	Appendix K. SLAs	It is understood that all quotes will be instantly available online for the approved standards. Anything else would be a custom quote request which is entitled to a well thought through custom configuration based on the customer's	This SLA refers to catalog items, not items that would require custom configurations.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			needs. In consideration of this, will the Commonwealth consider modifying this SLA to a date agreed upon between the ordering entity and the Supplier?	
14	Order Delivery (OD)	Appendix K. SLAs	Given that the industry standard averages 3 weeks on delivery, will the Commonwealth consider modifying this this SLA to 15 business days for the preapproved modeled Standards on contract, 20 business days for customized Standards?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.
15	Order Delivery (OD)	Appendix K. SLAs	Given that some issues can occur within an order, will the Commonwealth consider modifying this SLA to 95% fulfillment?	No, the Commonwealth will not amend this service level agreement.
16	Invoice Receipt (IR)	Appendix K. SLAs	Given that many Agencies request for scheduled deliveries and special services, will the Commonwealth consider modifying this SLA to from sixty (60) days to a date mutually agreed to by the Supplier and the Ordering Entity?	No, the Commonwealth will not amend this service level agreement.
17	Defective Hardware Replacement (DHR) Appendix K. SLAs	Appendix K. SLAs	Given that some orders are customized, replacement product will not always be readily available for an overnight shipment. Will the Commonwealth consider modifying this the days to the same days set in the Order Delivery SLA per each Lot?	No, the Commonwealth will not amend this service level agreement.

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#	RFP Page Number	RFP Section Reference	Question	Answer
18	Billing #19	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Not all PO's contain an Agency on the "Bill To" section of the PO. If an agency isn't defined in the "Bill To" of the PO, how do we respond?	Invoices on PO's should be sent to the Office of the Budget, resource account found at http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx . Invoices should be submitted in an email with the invoice attached as a PDF document, or mailed to our PO box where the invoice would then be scanned into our workflow process. Invoices, as a matter of usual and normal practice, should never be sent to the agency first.
19	4-year Warranty On-Site Next Business Day	Appendix C Cost Submittal	If options (i.e.) docking stations, mice, bags are ordered separately are they also needing the 4-year Warranty On- Site Next Business Day? Or only when ordered in a bundled unit?	All products ordered shall have a four (4) year warranty including options.
20	Lot 1 Laptops and Ultra-Portable Laptops	Appendix C Cost Submittal	When building a laptop with an i5-7200 and i7-7500 Windows 7 cannot be installed, will Win 10 be accepted without the Win 7 downgrade? Or will you accept a i5 and i7 6000 series processors?	Yes, Windows 10 will be accepted without the Windows 7 downgrade. An agency may choose to reimaging the device with Windows 10 Enterprise or provide the vendor with Windows 10 Enterprise licensing information at the time of the purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
21	Lot 2 Rugged Laptops	Appendix C Cost Submittal	Would you prefer a Solid-State Drive over a Spindle Drive, because a spindle drive is more fragile?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
22	Lot 2 Rugged Tablets	Appendix C Cost Submittal	Will the Commonwealth accept a 3rd party product for a category in the Lot not manufactured by the bidder but is authorized to resell?	Yes, so long as the device meets the Commonwealth's specifications.
23	Lot 2 Rugged Tablets	Appendix C Cost Submittal	The spec calls out a 7-inch screen, would you consider a like or better screen?	Yes. Please provide available specs for like or better screen.
24	Lot 2 Non-Traditional Desktop	Appendix C Cost Submittal	Can you clarify what your definition of a Non-Traditional Desktop means? i.e. Mini, Thin Client	The definition of Non-Traditional Desktop includes zero client and thin client.
25	Options	Appendix C Cost Submittal	If an upgrade is needed i.e. memory, hard drives, is the expectation that these be included in the build at time of delivery, or to save cost, would you be able to install those components to the standard builds?	The expectation is that the options will be included with the build at time of delivery.
26	RFP	4 Calendar of Events	Given that little time there is to respond to a RFP of this scale, and to assist Suppliers to be able to offer the best quality response possible, will the Commonwealth consider releasing answers to questions as they become available?	The Commonwealth will adjust bid posting dates and due dates to allow vendors ample time with responses to all questions.

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#	RFP Page Number	RFP Section Reference	Question	Answer
27	RFP	4 Calendar of Events	Provided that The Commonwealth's answers to questions will yield Suppliers the ability to provide a more complete response, will The Commonwealth consider modifying the Deadline to submit Questions to 7 business days before the proposal due date, but not guaranteeing answers if submitted past January 6th?	Please refer to the response to Question #26 .
28	RFP	4 Calendar of Events	Given the large scope of this RFP and the fact that most Suppliers were not fully staffed with dedicated resources, will The Commonwealth please consider to extend the Proposal due date to February 7th?	Please refer to the answer to Question # 1 .
29	Data Set Delivery (DSD)	Appendix K. SLAs	It states that " The Contractor must provide the required equipment data, description, and specifications details within two (2) business days after equipment delivery date, using the formats, standards, and protocols defined by the Commonwealth". To clarify, after every order processed, the supplier is to provide a report to the end user these details about their order? or are these details to be reported on the quarterly report?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7. SLA SM-01 has been revised to five (5) business days. After every order processed, the contractor must provide a report to the agency within five (5) business days following receipt of the order and also make this information available as part of the quarterly report.

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#	RFP Page Number	RFP Section Reference	Question	Answer
30	27	II-5	If Appendix F COSTARS Program Election Form is submitted, we understand that we will be responsible to pay one COSTARS fee for the Contract if awarded, no matter how many Lots we are awarded. Is this correct?	The COSTARS fee is a per contract fee. The Commonwealth has not determined if it will award a vendor multiple lots as part of one contract. If it is determined the award must be split into separate contract, an Offeror awarded more than one contract from RFP 6100039046, the COSTARS fee will be applied per contract.
31	41	IV-3. Requirements J. Quarterly Report (1)	Since ordering system reported do not capture when an upgrade was selected, reporting on the upgrades cost and quantity is not possible. In consideration of this, will The Commonwealth please consider to remove this requirement?	The ordering system reporting capabilities should provide the commonwealth the ability to see when options are purchased as part of a device configuration.
32	41	IV-3. Requirements J. Quarterly Report (1)	We understand that The Commonwealth wants to see a breakdown of all the sales reported by the base and the upgrade details to verify accurate charging by the Supplier. Will the Commonwealth consider in lieu of this requirement to add a term requiring the Supplier to comply with a Price Audit upon request?	Please refer to the response to Question #31 .
33	21	I-29 COSTARS PROGRAM G. (2)	For this additional report submitted to DGS COSTARS, is this to include the sales just for those that have identified themselves as	This requirement only applies to reporting COSTARS member's purchases

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#	RFP Page Number	RFP Section Reference	Question	Answer
			COSTARS members or for all sales on the contract?	
34	21	I-29 COSTARS PROGRAM G. (2)	If the report is to include only those that have identified themselves as COSTARS members, and there are not any COSTARS member sales to report for the previous reporting period, should the Contractor report online "No Sales"?	Yes, or wording to that effect.
35	24	II-1 Objections and Additions	We understand that we are to identify any terms and conditions in Appendix A, Appendix K, and Appendix E that we would like to negotiate as well as submit any additional terms and conditions we would like to add to any of these appendices. Is this correct?	Yes, that is correct. A suggested method of incorporating additional terms and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the "Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes" to the Appendices identified in Part II, Section II-1, and that "[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix

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#	RFP Page Number	RFP Section Reference	Question	Answer
				A, Appendix K, and Appendix E.”
36		II-1 Objections and Additions	<p>The following sentence can be confusing: "Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above." Does this mean that we can submit our additional terms and conditions for consideration, but just not say that our proposed request is conditioned on the negotiation of the terms and conditions?</p>	<p>Offerors may not propose the wholesale replacement of the Commonwealth’s terms and conditions with those of the Offeror’s. To do so would result in the rejection of the Offeror’s proposal as set forth in RFP 6100039046at Part II, Section II-1, Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices:</p> <p style="padding-left: 40px;">“The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.”</p> <p>A suggested method of incorporating additional terms</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
				<p>and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the “Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes” to the Appendices identified in Part II, Section II-1, and that “[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E.”</p>
37	35	IV-3 Requirements A. (1) v.	This term for Lot 1 says "Products shall include a four (4) year warranty with on site, next business day service and allow the Commonwealth to keep hard drives." Can the Commonwealth please clearly define the word 'Products'?	Any device, including accessories/peripherals procured as part of the awarded contracts.
38	8. Section 20-Payment	Appendix A. Standard Contract Terms and Conditions for IT	If a Supplier's standard is payment terms 30 days from the correct invoice, which is option b, is it acceptable to indicate this is our method as opposed to options a and c mentioned?	Offerors may propose any changes to Appendices A, K and/or E in accordance with Part II, Section II-1 of RFP

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#	RFP Page Number	RFP Section Reference	Question	Answer
		Supplies and Related Services		6100039046, relating to Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices.
39	Limitation of Liability	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
40	Default	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
41	Termination	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
42	All SLAs	Appendix K. SLAs	Is the Commonwealth opening to additional language recommendations and negotiation on these SLAs?	Please refer to the answer to Question #38 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
43	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that vendors are unable to procure?	Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined. Vendors must be capable of providing 90% of the Top Manufacturers listed in Appendix C.
44	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that are end of life?	Yes, alternatives will be accepted for products that are end-of-life.
45	36 of 44	IV - 3 requirements Lot 3	Will the Commonwealth accept bids from vendors that can't provide 90% on lot 3?	No.
46	24 of 44	Part II Proposal Requirements A Technical submittal	The instructions for the technical submittal state offerors are to include activities outlined in Part IV, Statement of Work. Please confirm IV-4 contract requirements -small diverse business participation and Appendix R - Model Form of Small Diverse and Small Business Subcontract Agreement both within Part IV - Statement of work are to go in the technical submittal and not the SDB/SB Participation Submittal	Please refer to RFP 6100039046FP, Part II – Proposal Requirements introduction (third sentence). “All cost data relating to this proposal and all Small Diverse Business/Small Business – cost data should be kept separate from and not included in the Technical Submittal....” Each

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#	RFP Page Number	RFP Section Reference	Question	Answer
				<p>Proposal shall consist of the following three separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal”.</p> <p>See RFP IV-4 (D) that Appendix R- Model Form of Small Diverse and Small Business Subcontract Agreement – “The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within (30) days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in Appendix R, Model Form of Small Diverse and Small</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
				Business Subcontract Agreement.
47	Term of Lease and B. Payments	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	The lease terms states up to 60 months. However, the pricing sheet only allows for lease payment but does not outline what term. Do you want 48 months? The current contract is 4 years with annual payments. Does the COPA still want the pricing sheet with a 4-year lease with annual payments used for the lease payment?	The Commonwealth will evaluate based on 48-month leases, however, lease terms can be for up to 60 months.
48	36-37	IV-3. A (5-6)	We are a public-sector reseller for Fujitsu, and our team is interested in submitting Fujitsu products for consideration in Lots 5 and 6. Would it be possible to add Fujitsu as an acceptable OEM for these lots? If not, can the Commonwealth explain why it has chosen to limit competition to the chosen OEMs?	The Commonwealth has selected the Gartner's Magic quadrant as an objective industry standard.
49			Can the prime contract holder designate resellers who can operate under the auspices of the prime's award?	No, the prime contract holder cannot designate resellers to operate under the auspices of the prime's award.
50			Can punch-out site be maintained by the OEM instead of the Offeror?	Yes, but the awarded Offeror is still responsible for meeting the requirements of this solicitation.

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#	RFP Page Number	RFP Section Reference	Question	Answer
51	38	IV-3. A (6)(vi)	Offerors must have the ability to integrate physical hardware, based on Agency requirements, for operational effectiveness. Please provide some examples of "operational effectiveness" for clarity with regards to the Commonwealth's expectations.	Any kind of practice which allows a business or other organization to maximize the use of their inputs by developing products at a faster pace than competitors or reducing defects, for example. Operational effectiveness is often divided into four components: Leading and controlling functional performance, measuring and improving the process, leveraging and automating process and continuously improving performance.
52	36,37	IV-3. A (5)	For Lot 5, Server Hardware – the RFP has narrowed down to Intel-based servers. The Commonwealth has also deployed Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated systems (servers/storage combined). Beyond the Commonwealth, COSTARS members, may also purchase these types of servers and associated warranty/maintenance through the use of current COPA contracts. Is the Commonwealth moving forward with this RFP, without the ability to procure Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated	These devices will be procured through a separate procurement.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			systems (servers/storage combined), along with associated services?	
53	43	IV-4. D.1	Since volumes of purchase are unknown at this time, it would be impossible to agree to a locked-in dollar commitment to a minority supplier at this time. Is it the Commonwealth's intent to evaluate only the percentage of commitment for purposes of the scoring of the Small Diverse Business and Small Business (SDB/SB) submittal?	Yes, the Small Diverse Business/Small Business point allocation is based entirely on the percentage of actual contract spend committed to Small Diverse Business/Small Business.
54	29	III-4. C.1 Contracting Requirements – Small Diverse Business Contracting	For purposes of calculating the percentage of spend, can the Commonwealth clarify if the amounts used for the numerator and denominator are the amounts for services provided by the SDB and SB firms, and that the amounts do not include equipment sourced through the SDB and SB firms?	Please refer to the answer to Question #256 . The full value of purchase orders for equipment and/or software purchases made by subcontractor/supplier count toward the Small Diverse Business/Small Business commitment when then full value of the PO is paid by the Small Diverse Business/Small Business subcontractor/supplier and reimbursed to the Small Diverse Business/Small Business subcontractor/supplier by the prime.

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#	RFP Page Number	RFP Section Reference	Question	Answer
55	Section 26 (Limitation of Liability)	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This term stacks the liability as the contract moves forward and could become a very large number over the 3 to 5 years of the contract term. This may limit participation from vendors. Will the Commonwealth consider altering this term to limit the Contractor's liability to the Commonwealth under the Contract to the greater of \$250,000 or the value of the Purchase Order?	Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.
56	13	I-12. a	Is an e-signature acceptable on the Proposal Cover Sheet, or is an original wet signature required on this sheet and/or all other forms being submitted to the Commonwealth?	The Proposal Cover Sheet must contain an original wet signature.
57		Appendix H. Technical Submittal Response	In an effort to remain sensitive to paper resources, will the Commonwealth accept a reference within our response to our Financial statements webpage?	Yes, if it is provided as a direct link.
58	41 of 59 and 52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Do these sections cover the financing of other non-hardware items, such as the financing of related equipment services described in IV-3. B Associated Services on RFP document Page 38 of 44?	Yes, these sections cover the financing of the hardware, software and any service made as part of the purchase order.
59	44	Appendix A. Standard Contract Terms and Conditions for IT	Can the Commonwealth please provide a copy of the form of the Acceptance Certificate? We cannot locate it on the Forms page of the	Appendix S, Lease Acceptance Certificate, is posted as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
		Supplies and Related Services	Department of General Services' webpage (www.dgs.state.pa.us).	
60	44-51	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is it correct to state that the Contractor (hardware vendor) may assign the actual lease for hardware items (including the right to title and the rental payments) to an Initial Assignee as opposed to just the rights to payment?	Subsection H 1 of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, allows for either the assignment of payment to a third party or the assignment of the lease to an Initial Assignee.
61	44-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Will there be separate PO's for the non-hardware items when the hardware is leased, or will there be one PO which explicitly states which items are to be financed versus leased (i.e. will the PO state under which terms & conditions each item will be obtained - Lease (Appendix 1) terms versus Installment Payment (Appendix 2) terms)?	Purchase Orders with a lease involved will only contain leased items. If a standalone service is being purchased outright for a leased device, it should be a separate Purchase Order.
62	46 and 55	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), in Section H it states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee.	In the event of an assignment, the Contractor must provide the assignment document to agency. The agency will then work with the Contractor to obtain any additional information needed.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			We have not seen one, so we are wondering if there is such a form? Or is there none provided and this is to be a form of the Contractor's devising?	
63	45-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Leasing and in Section C, it states that title shall not pass to the Lessee but remain with the Purchaser at delivery. Please confirm this section regarding title is only applicable to hardware items.	Subsection C of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, provides that title transfers at time of delivery and acceptance only in the case of a Lease/Purchase. Otherwise, title to the Leased Property remains with the Contractor until the "final installment or other concluding payment option."
64	50	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This section indicates "The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and	No, all cost should be included within the lease cost.

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			<p>destruction of any hard drive(s) upon the return of a Leased item."</p> <p>Since the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards or for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) is a service which should be accounted for as a loan and not part of a lease, would it be acceptable to quote a two-part rate for any item with a hard drive, financing the cost for disk services simultaneously but separately from the Item itself?</p>	
65	53 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Installment Payment and in Section C, it states that title shall pass to the Purchaser at delivery. Please confirm that this section is only applicable to hardware items.	Yes, transfer of title as discussed in Section C of Appendix 2 of Appendix A, Standard Terms and Conditions for IT Supplies and Related Services, only applicable to hardware items.
66	52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Our belief is that the non-hardware items (even if related to the hardware items being leased) should always be under the Installment Payment Terms & Conditions of Appendix 2 since there is no title to pass on these items -- does COPA agree?	If non-hardware items are not included as part of the lease payment, then a separate Purchase Order must be issued for the outright payment of a non-hardware item.

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67	52 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Appendix 2 is for Installment Payment, and in Section A, it mentions a Fair Market Value Option, yet Section C states that title passes at delivery, so it is not clear how there could be any Fair Market Value Option. Please clarify.	This issue is addressed in the revised Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, posted on January 20, 2017, as part of Addendum Number 7. Appendix 2 has been amended to delete the reference to fair market value.
68	46, 47, 55, and 56 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), Section H states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee, etc.</p> <p>Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?</p>	Please refer to the answer to Question # 52 .
69	Tab Lot 6	Appendix C. Cost Submittal Response Template	Please provide more clarity differentiating the 3 storage platforms (Best Value Storage, Best Value Object Based Storage and Best Value Block Storage) with workload examples?	The Commonwealth requires pricing and solutions for all three storage platforms. At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.

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#	RFP Page Number	RFP Section Reference	Question	Answer
70	Lot 6	Appendix C Cost Submittal	Which of the 3 platforms will support File/NAS, and which will support Object/S3?	At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.
71	Lot 6	Appendix C Cost Submittal	Which NAS APIs (CIFs / NFS / SMB) will be required for each platform?	Please refer to the answer to Question #70 .
72	Lot 6	Appendix C Cost Submittal	Are points awarded based on discount percentage or discounted price?	Points will be awarded based on the total extended product and service cost.
73	Lot 6	Appendix C Cost Submittal	Is non-best value a percentage that will have to be honored across any storage configuration?	The discount off list will apply for each specified Storage category (i.e. non-best value block or non-best value object based and any other device purchased as part of the awarded contract).
74	Lot 6	Appendix C Cost Submittal	Please advise how the Commonwealth would like to see the breakdown of the worksheet of data so as to facilitate clear, visible printed data?	Part I, Section I-12 of RFP 6100039046 has been revised to allow for the electronic submission Appendix C, Cost Submittal Template. A paper copy should not be submitted. The Electronic Copy shall be submitted as part of the electronic versions of the

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#	RFP Page Number	RFP Section Reference	Question	Answer
				proposals required pursuant to Part I, Section I-12.B.
75	38	I IV-3. B Associates Services	Will COPA provide minimum and average number of client systems to be installed per onsite deployment visit?	This information cannot be provided since agencies have different roll out schedule based on funds availability and staffing.
76	38	I IV-3. B Associates Services	Will COPA provide a site list (with equipment counts would be ideal)?	This information is not available at this time.
77	38	I IV-3. B Associates Services	Do you prefer on-site or off site imaging and asset tagging?	This is project specific and will be addressed in the SOW. Options for onsite and office site services have been added to Appendix C, Cost Submittal Template, as part of Addendum Number 7.
78	38	I IV-3. B Associates Services	Will customer provide labels or label guns to create asset tags?	The Contractor will be responsible for labels and label guns these unless provided by the agency.
79	38	I IV-3. B Associates Services	Will customer provide a site or application to record assets?	This will be covered as part of pre-sales assistance.

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				The agency will work with Contractor to design the solution at the time of purchase.
80	38	I IV-3. B Associates Services	With regards to Data Transfer, does existing data reside on old computer or will we pull it from the network?	Data may exist on the old computer as well as the network. This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
81	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the average amount of data to be transferred?	The Commonwealth does not have this information.
82	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the largest amount of data we can expect 10GB? 20GB?	Please refer to the answer to Question # 81 .
83	38	I IV-3. B Associates Services	Will customer provide the image on portable drives in quantities (USB drive?) to roll out on multi-installs?	The Contractor and the Agency will determine the format of the image delivered but the commonwealth will not provide media for the image to be loaded onto.

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84	38	I IV-3. B Associates Services	Will customer provide the disk wipe software in quantities (USB drive?) to roll out on multi-unit installs?	The Commonwealth will provide an .iso image but the vendor would have to provide its own media. The image can only be used to wipe commonwealth devices.
85	38	I IV-3. B Associates Services	Is the customer going to provide transportation of equipment from site to site or will we need to transport new equipment from warehouse to install site?	The contractor will be responsible for transportation of the devices.
86	38	I IV-3. B Associates Services	Is the customer going to provide transportation to equipment returning to Forster St. in Harrisburg or will we need to transport legacy equipment to warehouse?	Yes, unless the Commonwealth is procuring that services from vendor.
87	38	I IV-3. B Associates Services	With regards to Storage, will vendors be responsible to provide the design and storage configuration on the new equipment or will the install team follow a configuration script provided by the customer and work in conjunction with a remote team?	This will be covered as part of pre-sales assistance. The agency will work with vendor to design the solution at the time of purchase.
88	4	Calendar of Events	With the rescheduling of the prebidders conference to occur after questions have been submitted, will COPA consider allowing a second round of questions based on any questions that may arise from discussions at the prebidders?	There will not be a formally defined second round of questions. If additional questions are received the commonwealth will do our best to respond timely.

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89	28	III-4	For the technical section, what are the metrics being used to evaluate or measure up to 40%? Can you provide more specificity about the formula being used?	Please refer to Part III, Section III-4. A of RFP 6100039046 for this information and refer to the following link: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
90	28	III-4	For the cost section, can you provide a few examples using the included formula?	As indicated in Part III, Section III-4, please refer to the following link for information relating to cost formula: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
91	1	Appendix L Service Management Integration Requirements	What is the current integration model, data model, and error handling methodology?	Currently, the integration model used is SOAP with a B2B connector. The data model lists the fields, values, and maximum lengths, if required, in an Excel spreadsheet. The error handling lists the error codes and descriptions, and the methodology, in the case of OA, is ServiceNow.

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92	1	Appendix L Service Management Integration Requirements	What kind of Integrations is required for what ITSM tool?	Currently it is SOAP, however it will change to REST. We decided that we would mandate the integration, then if an agency or vendor could not use the current integration tool, documentation requesting a change would be required.
93	1	Appendix L Service Management Integration Requirements	What is the format of the mandatory data fields?	The format for all fields will be in the data model.
94	1	Appendix L Service Management Integration Requirements	What kind of Web Service Integration?	Please refer to the response to Question #92 .
95	1	Appendix L Service Management Integration Requirements	What kind of Integration is required for what monitoring tool?	Please refer to the response to Question #92 .
96	38	6.1.1	IBM is requesting which company's competitive storage hardware is being replaced along with the model. Thank you.	There are multiple vendor stage solutions implemented across the Commonwealth.

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97	12	Section I-22	With a concern that the Commonwealth could potentially, given the current verbiage above, establish the effective date at a date a year or more beyond the execution date, will the Commonwealth consider changing the above sentence to the following? “The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. After all approvals required by Commonwealth contracting procedures have been obtained, the respective contract shall be fully executed by the selected Offeror and by the Commonwealth. If the Commonwealth does entertain such a change, will Section 1 of Appendix A likewise be edited to conform?”	No, the Commonwealth will not amend this section.
98	Lot 6	Appendix C Cost Submittal	In the following file, Tab: LOT6, Appendix C. Cost Submittal Response Template (rev. 12.15.16), there is a requirement for Nodes of IBM SVC. Does the Commonwealth of PA consider this a hard requirement specific to IBM SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
99		Appendix C Cost Submittal	What does the Commonwealth mean by storage virtualization?	Storage virtualization is the amalgamation of multiple network storage devices into what appears to be a single storage unit. Storage virtualization is usually implemented via software

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				<p>applications and often used in SAN (storage area network), a high-speed subnetwork of shared storage devices, and makes tasks such as archiving, back-up, and recovery easier and faster.</p> <p>A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments</p>
100		Appendix C Cost Submittal	Does the Commonwealth have the need to have multiple vendor arrays managed by one front end vendor?	Common administration is preferred but not required.
101		Appendix C Cost Submittal	We would like to offer compression in a flash only solution and also offer you a hybrid configuration. We will able to base these upon your performance needs. Based upon question 6 response we will develop the configurations to adhere to your needs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
102		Appendix C Cost Submittal	We have seen the configurations listed mirror each other. Would be it possible to have them broken out in technical requirements you need for each?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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103		Appendix C Cost Submittal	In reference to our question 102 I would like to expand on it by stating if you have the need to backend virtualization the benefit is tenfold. It allows you to have legacy arrays still kept on the datacenter floor and the luns managed by your new front end array and as well array based migrations can be performed with ease. We would like your thoughts on using an approach method like this.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
104	33	IV-2.E.	The RFP indicates \$13m in historical annual spend for all servers in Lot 5. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 3,602,279.00 2015- \$7,937,040.00 2016- \$2,882,640.00
105	33	IV-2.E.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 5, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP 6100039046.
106	34	IV-2. F.	The RFP indicates \$9m in historical annual spend for all storage hardware in Lot 6. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 6,161,593.00 2015- \$12,138,408.00 2016- \$22,927,947.00
107	34	IV-2. F.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 6, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP.

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108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

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112	4	Calendar of Events	Who will be attending the pre-proposal conference for the Commonwealth?	Please refer to Appendix #4 for this RFP 6100039046.
113	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 1?	HP and Lenovo
114	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 5?	Cisco, Dell, HP, Hitachi, IBM and Lenovo
115	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 6?	Dell, EMC, HP, Hitachi, IBM and Lenovo
116	17	I-28	Information Technology Policies – PLT001 – Desktop and Laptop Standards. This policy references the expired Dell PC contract. Is this policy applicable to these procurements?	This policy will be updated upon award of RFP 6100039046.
117	7 24	I-12 Part II	If a prime is proposing on more than 1 lot, should each lot be submitted as a separate technical proposal, or can they be combined into one proposal response?	The technical proposals can be combined into one proposal but must maintain the format of Appendix H, Technical Submittal Response Template.
118	17	I-27	Regarding the text boxes (yellow shaded) for responses, the current text boxes limit responses to a single page. Should new text boxes be created for responses longer than 1 page in length	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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			to eliminate formatting issues with page breaks; or can answers be submitted underneath the yellow text boxes if needed?	that will be posted as part of Addendum Number 7.
119			The current PC contract includes standard service items of "on-site imaging" and "device relocation within same building." Are these services no longer required by the Commonwealth?	This is addressed in the revised Appendix C, Cost Submittal Response Template, that will be posted as part of Addendum Number 7. Device relocation within the same building falls under "device relocation within 25 miles."
120	LOT 6	Appendix C Cost Submittal	Is any additional direct attached storage required for the SVC nodes, or will external virtualization be required?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
121	LOT 6	Appendix C Cost Submittal	Will the 8 node (4 IO Group) SVC be housed in one location?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
122	LOT 6	Appendix C Cost Submittal	Any Disaster Avoidance / Recovery solutions requirements for replication?	Please provide any disaster avoidance/recovery solutions in the Services/Options section of Appendix C, Cost Submittal Response Template.

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123	LOT 6	Appendix C Cost Submittal	We noticed that the multiple configurations of Lot 6 are identical; are you just looking for a single 8 node, 4 way cluster of SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
124	7	I-12	Should the cost proposal be submitted with all proposed lots kept in one file and in one printout? Or, if proposing on three lots, for example, should one paper copy of each lot be submitted?	Part I, Section I-12 of the RFP has been revised to allow for the electronic submission Appendix C, Cost Submittal Response Template. A paper copy should not be submitted. The electronic copy shall be submitted as part of the electronic versions of the proposals required pursuant to Part I, Section I-12.B.
125	25	II-2	If an Offeror who is a SDB Small Diverse Business and SB is submitting as a prime, would its percentage commitment for SDB and SB <u>Subcontracting</u> participation be 100% or 0Appendix?	Based on a maximum total of 200 points for the Small Diverse Business and Small Business Participation Submittal, the Offeror who submits as a Small Diverse Business Prime will receive the maximum total of 200 points. Therefore, the Offeror will receive 100% of the points. An Small Diverse Business submitting as prime would make

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				<p>that distinction in the “Offeror Information” box on the first page of the Appendix Q, Small Diverse Business (SDB) and Small Business (SB) Participation Submittal. No entry would be made in the “Subcontracting Information” box unless the prime is subcontracting to a separate/different Small Diverse Business or Small Business.</p>
126	Section 26 13 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>The Limitation of Liability section states that the Contractor’s liability is equal to the value of the contract. Based on the annual purchasing figures provided, the value of the contract over three years will be significant. Given a reseller does not have significant control over the OEM equipment they are providing, does this mean the Commonwealth intends to hold the reseller Contractor liable for the total value of all purchases over the life of the Contract? For example, Lot 5 has an annual approximate value of \$13M. Over the three years this would be a liability total of \$39M to the reseller Contractor.</p>	<p>Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.</p>
127		Appendix C Cost Submittal	<p>The services options for Lot 6 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide</p>	<p>Since the majority of the spend will be driven towards the Best Value configurations, please</p>

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			<p>services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the storage unit, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of the machine to move, as well as the size and weight.</p>	<p>provide services/options costs relevant to the Best Value configurations. These costs will be considered as not to exceed costs and the total cost will be defined in the Statement of Work.</p>
128	LOT 6	Appendix C Cost Submittal	<p>Would the Commonwealth consider a maximum services hourly rate for the Storage services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and storage implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.</p>	<p>No; please provide fixed option pricing based on the designated service listed. Also, please refer to the answer to Question #127.</p>
129	LOT 5	Appendix C Cost Submittal	<p>The services options for Lot 5 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the server, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of</p>	<p>Please refer to the answer to Question #127.</p>

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			the machine to move, as well as the size and weight.	
130	LOT 5	Appendix C Cost Submittal	Would the Commonwealth consider a maximum services hourly rate for the Server services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and server implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.	Please refer to the answer to Question #127 .
131	38	IV-3-B-3	Item 3 states that the Commonwealth will develop a Statement of Work for each service. Can the Commonwealth provide this Statement of Work for each of the listed Optional Services so that all vendors are providing pricing based on the same scope of work. For example, does the Commonwealth expect the Contractor to provide insurance for the value of the equipment being moved? If so, what value should be assumed for items x, xi and xii. What steps are considered part of installation? Is the Contractor to assume that the equipment is shipped to the installation location, or is logistics and transportation services required? What is the size of the image being deployed, and how many images will be required to be maintained? Outside of physical installation on the desk and cable connection,	Statements of Work are prepared by the agency at the time of purchase.

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			what other steps are required of the Contractor, and what is the average time these steps will take? How many devices can the Contractor assume each installer can deploy each day?	
132	38	IV-3-B-3	For Lots 5 and 6, many manufacturers do not allow machines under warranty to be moved without manufacturer service personnel providing both packaging and re-install services. Should the contractor assume that machines to be moved in items x and xi are the Best Value configurations to provide accurate comparisons between proposals?	Please refer to the answer to Question #127 .
133	LOT 6	Appendix C Cost Submittal	For the cost evaluation, will the Best Value cost configurations be compared between vendors, or will the grand total cost including non-best value, leasing and services be used for the calculation?	The grand total calculation will include best value, non-best value, leasing and services.
134	38-39	IV-3-B-4	The Commonwealth states the required quote format, but it does not require the list price to be included in the quote, how will the Commonwealth know that they are receiving the required minimum discount without the list price being included?	This issue is addressed in Section IV-3.E of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
135	38	IV-3-B-3	Will the Commonwealth provide a full statement of work for each requested service?	Yes.

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136	38	IV-3-B-3	For any service, will the purchasing agency ensure elevator access for buildings more than 1 story high?	No, since not all buildings will contain elevators.
137	38	IV-3-B-3	For the service of “installation,” is the Offeror required to provide status reports of installations completed, installations outstanding and issues? What is the desired frequency of these reports?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
138	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume equipment will be shipped to the installation location, or does this service include the Contractor receiving the equipment, transporting it to the installation location, and physical installation?	This will be decided as part of the Statement of Work at the time of purchase but should be considered as part of supply chain management and managed logistics services included in this RFP.
139	38	IV-3-B-3	For the service of “installation,” what installation steps must be performed other than physical installation? What is the average time per device to perform these steps?	<p>At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.</p> <p>Regarding average time, the Commonwealth does not have this information.</p>

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140	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that no steps (other than connecting to the main unit) are to be performed on external PC devices (keyboard, mouse, power, Ethernet)?	At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.
141	38	IV-3-B-3	For the service of “installation,” how many devices on average can a single installer expect to install per day?	This will be decided as part of the Statement of Work at the time of purchase.
142	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all units must be powered on, in order to verify the login screen appears (if pre-imaged) or to verify that the operating system boots (if non-imaged)?	Yes.
143	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all newly implemented devices will require serial number documentation to be delivered to the customer at project completion?	Yes.
144	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that the removal of cardboard and packing material from the location is required, if requested by the Commonwealth agency?	Yes.

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145	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that detailed configuration instructions and configuration data (IP addresses, user name, location, etc.), along with detailed location information will be provided to the Offeror a minimum of five business days prior to the scheduled installation?	This will be decided as part of the Statement of Work at the time of purchase.
146	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that troubleshooting of general hardware, software and connectivity issues is not required of the Offeror?	The device must be fully functional to consider installation complete. Please refer to the response to Question #142 .
147	38	IV-3-B-3	For the service of “installation,” will the customer perform a backup of relevant user data prior to Offeror performing installation tasks?	Installation services are preformed prior to user data being placed of the device.
148	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that hardware issues encountered during the time of installation will be coordinated for service by the Commonwealth with the manufacturer as part of associated warranty services?	Please refer to the response to Question #146 .
149	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that the requested asset tag will be the OEM-installed serial number installed on the system unit during production of the unit?	This will be decided as part of the Statement of Work at the time of purchase.

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150	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) of associated devices using a barcode scanner?	This will be decided as part of the Statement of Work at the time of purchase.
151	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) in writing?	This will be decided as part of the Statement of Work at the time of purchase.
152	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to provide asset tag and serial number information to customer in an Excel spreadsheet format after the tags have been installed?	This will be decided as part of the Statement of Work at the time of purchase.
153	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that asset tags will be provided to installation team at least five (5) business days prior to the first installation start date?	This will be decided as part of the Statement of Work at the time of purchase.
154	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency personnel work with the Offeror to determine best method of data transfer for the environment/network/device in question?	Yes, this is project specific and will be addressed in the Statement of Work at the time of purchase.
155	38	IV-3-B-3	For the service of “Data Transfer,” is the Offeror to assume that only UP to 10GB of one directory tree and local Outlook folders (identified in advance in writing by the site or IT contact) is to be performed per unit?	No, there is no threshold.

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#	RFP Page Number	RFP Section Reference	Question	Answer
156	38	IV-3-B-3	For the service of “Data Transfer,” how far (in feet) will the new system be from the existing system? Will these locations be specified in advance, in writing, by the site or IT contact?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
157	38	IV-3-B-3	For the service of “Data Transfer,” will the Offeror be provided with the directory structure and location of Outlook folders to be transferred?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
158	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide application licenses required if 3rd party data transfer application is to be used?	The agency will provide access to the data transfer application, if applicable.
159	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide network access or external hard drives to facilitate this data transfer?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
160	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to observe the function of equipment to be relocated, including possibly performing diagnostic tests, as necessary? Is the Offeror to	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			note any damage to exterior of equipment to be packed?	
161	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to disconnect all peripheral equipment from the system unit at the end user location?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
162	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
164	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency provide a list of all	Yes.

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			equipment to be deinstalled by serial number and asset tag?	
165	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency backup all data on each system, as well as ensure no confidential data remains on systems to be transported?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
166	38	IV-3-B-3	Can the Commonwealth confirm that the DGS warehouse located at 2221 Forster Street, Harrisburg, PA will remain the location of the DGS warehouse for the duration of this contract?	If this location changes during the term of the contract, OA OIT Procurement will review with the award Offeror(s) to determine if compensation will be granted for a change in location.
167	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
168	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is all relevant equipment required to be palletized for easy removal and storage at the DGS warehouse location?	Yes, pallets are required.

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#	RFP Page Number	RFP Section Reference	Question	Answer
169	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to provide equipment inventory being delivered to both agency and DGS warehouse personnel? What format would this inventory need to be in? Are there specific Commonwealth forms that are required to be filled out with delivery of returned equipment?	Yes. The inventory format will be agency-specific. Commonwealth will provide DGS Surplus Forms to the successful Contractors.
170	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” will the purchasing agency provide a dock and pallet jack for unloading of palletized PC equipment at the warehouse location, as well as provide an appointment date/time for delivery to ensure dock and warehouse availability?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
171	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to work under supervision of the purchasing agency or directly with DGS on the return of equipment?	The Contractor will work under the supervision of the purchasing agency until arrival at the DGS Surplus Warehouse.
172	38	IV-3-B-3	Is there any limitation on the quantity of returned equipment that can be delivered at one time to the DGS warehouse?	The agency will work with DGS to determine delivery schedule.
173	38	IV-3-B-3	For the service of device relocation, can the Commonwealth confirm that the Offeror will be	Yes, successful Contractors will be picking up pre-packed PCs

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#	RFP Page Number	RFP Section Reference	Question	Answer
			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

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#	RFP Page Number	RFP Section Reference	Question	Answer
			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages “resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.”
179	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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#	RFP Page Number	RFP Section Reference	Question	Answer
183	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the Offeror be required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
184	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
185	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” does the purchasing agency request all serial numbers of working and non-working units?	Yes.
186	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” in what format would the Commonwealth request a report with proof of disk wipe to the agency contact? Can this be sent electronically to the agency?	Please refer to the information provided in ITP SEC-015.
187	38	IV-3-B-3	For the service of “Off-premise Disk Wipe”, can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	Successful Contractors will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
188	38	IV-3-B-3	For the service of “Hard Drive Removal,” can the Commonwealth confirm that the Offeror would be only required to remove the hard drive from the existing device, label the hard drive, and transport it to a designated customer site?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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189	38	IV-3-B-3	For the service of “Hard Drive Removal,” will the Offeror be required to provide any documentation to be included with the removed hard drive?	Please refer to the information provided in ITP SEC-015.
190	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume this service is to be completed at an off-site location?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
191	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume a maximum of a 50 GB image will be installed per device? Can the Commonwealth also confirm that a test device is to be sent to the purchasing agency prior to full imaging production for image validation?	No. This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
192	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume that after device imaging, verification of boot-up, and packaging, that the scope is complete?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
193	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency supply a fully tested image with all required software, device drivers, licensing and software activations installed?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
194	38	IV-3-B-3	For the service of “Image Deployment,” in what format will the purchasing agency provide the image to the Offeror?	This issue is addressed in the revised RFP 6100039046, posted

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				on January 20, 2017, as part of Addendum Number 7.
195	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency require more than one ‘gold’ image per scheduled installation?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
196	38	IV-3-B-3	For the service of “Image Deployment,” will there be a documented Change Process if purchasing agency requests and image update during scheduled installation?	The agency will work with the successful Contractor on a documented Change Process.
197	38	LOT 1	For Lot 1, the leasing amount that is requested is the annual cost of the four year lease. However, the total in the upper portion of the spreadsheet is the annual cost multiplied by the quantity, not the entire 4 year cost. Does the Commonwealth wish to calculate based on the entire lease cost or only the annual cost?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
198	29	III-4-C	In the case of two competing Small Diverse Prime offers in a single lot, will each SDB receive the maximum points for that section?	Yes. Any Small Diverse Business responding as Prime Offeror will receive the maximum 200 points for the Small Diverse Business and Small Business Participation

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				Submittal. See RFP 6100039046 Part II, Section II-4C5 for scoring methodology.
199	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have a preference for migration methodologies? Commonly used methods include array based and host based migrations.	No, the Commonwealth does not have a preference.
200	Lot 5	Appendix C Cost Submittal	Please specify the scope of the Commonwealth's server environment in terms of physical and virtual environments. If possible, please specify number of host/virtual host by environment.	The Commonwealth does not have this information; however, there is an emphasis on virtualization across all agencies.
201	Lot 6	Appendix C Cost Submittal	In reference to the cloud as a whole which cloud provider, if any, do you use today?	Cloud services is not within the scope of this procurement.
202	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have any mainframe exiting today on the floor? If so, how long you plan to keep it?	These devices will be procured through a separate procurement.
203	39	IV-3.D.(2)	Does the OEM Representative have to be an employee of the designated OEM or can the OEM Representative be an employee of the Prime Contractor's Team?	The OEM representative must be an employee of the OEM. This is to ensure direct access to the OEM is available for issue resolution.
204	38	IV-3. Requirements.	On the cost worksheet, you are looking for a consumption model pricing does it require the	Consumption based pricing models are to be defined by

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#	RFP Page Number	RFP Section Reference	Question	Answer
			Operating systems and applications provided by the supplier?	Offerors for review by the Commonwealth.
205	38	IV-3. Requirements	On the cost worksheet consumption model, do you require managed services for any of the three scenarios (onsite, outsourced data center, or our own data center)? We can do all three if that is what you are looking for?	Please refer to the answer to Question #204 .
206	38	IV-3. Requirements	Do you have a preference on the usage model billing (number of users, server utilization) types we can do or something else in mind?	Please refer to the answer to Question #204 .
207	Tab 5&6	Appendix C Cost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
208	Tab 6	Appendix C Cost Submittal	Under the current contract, we also have been able to sell data protection backup storage solutions. These don't really fit into your 3 categories. How should that be handled?	Please provide those solutions with relevant pricing and any other added services, in “Additional Options” in the “Services – Options – Upgrades” section
209	Tab 1	Appendix C Cost Submittal	<p>We believe the Desktop specification of an Intel® Core™ i5-6600 (3.9 GHz) CPU or equal is not in the best interest of the State.</p> <p>Please allow us to explain: All microprocessors are not created equal and therefore using a clock speed like 3.9Ghz could lead to disappointing performance for the State. The real issue is around the “or equal” concept. There is an industry standard benchmark For PC performance productivity call SYSmark 2014 (see here for details). The Intel® Core™ i5-6600 (3.9 GHz) CPU you request has a SYSmark 2014 number of 1638. Another CPU in the industry called the AMD FX-4350 4.2 GHz has a SYSmark 2014 score of 925. (the higher the score on the SYSmark 2014 test, the better the performance). A typical evaluation without the SYSmark numbers would have most people believing that 4.2Ghz is an “equal or better” CPU than one operating at 3.9Ghz – but clearly that could not be further from the truth. The Intel processor</p>	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

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			exceeds the AMD processor performance by 77%. Clearly these two processors are not in the same category and should not be evaluated against each other. We recommend the State use a benchmark performance level to guarantee they are comparing systems with similar performance levels and guarantee your satisfaction with the winning solution. For instance, we recommend the specification read: The Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered for this category.	
210	Tab 6	Appendix C Cost Submittal	What SLA's should be used when considering RTO and RPO for backup and recovery?	These are determined by the service level procured with the device.
211	Tab 6 Lines 37, 38	Appendix C Cost Submittal	The minimum configuration specifications are for IBM's SVC. Are you looking for responses for the other OEM's similar or equivalent technical solution or only IBM's?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
212	Tab 6	Appendix C Cost Submittal	Does the configuration need to be identical to what is mentioned in the spreadsheet or are you open to modernization? IE 146GB, 300GB 10k and 15K RPM spinning drives are old technology - is that the technology that CoPA wants to move forward with?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
213	Tab 6	Appendix C Cost Submittal	Will denser drive options be considered (we are able to offer a 15TB SSD)?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
214	Tab 6	Appendix C Cost Submittal	All the specs on the spreadsheet are tailored to spinning disk. Will an All Flash configuration be considered?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
215	Tab 6	Appendix C Cost Submittal	What will the purpose be between the two configurations? Non-best value vs best value. Will these be two separate storage offerings? Higher performing storage tier and lower performing storage tier?	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual server orders will be custom based on the needs of the customer at the time of order.
216	Tab 6	Appendix C Cost Submittal	Will the RAID types be consistent across all frames or will some frames be configured differently than others?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
217	Tab 6	Appendix C Cost Submittal	What will the initial frame building block capacity be day 1? Usable TiB, provisioned TiB, and written TiB?	The Commonwealth does not have this information.

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#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	<p>Best practice is to solution for Capacity/Configuration/Workloads i.e. Approximate number of LUNs Approximate number of hosts Approximate number of host initiators IOPS and MB/sec per array, peak and average Read/Write ratio</p> <p>What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)?</p> <p>What host platforms (server types) and operating systems/versions are present in the environment?</p> <p>What storage protocols will be considered — block, file, or both?</p> <p>How should we take this into account?</p>	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
219	Tab 6	Appendix C Cost Submittal	<p>SVC is mentioned. What is the purpose of SVC? Will this be used for data services IE compression and encryption? Will SVC be used for storage virtualization and data mobility?</p> <p>What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p>

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220	Tab 6	Appendix C Cost Submittal	Are fiber channel switches to be included? 4GB ports are mentioned, will 16GB be considered?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
221	Tab 6	Appendix C Cost Submittal	4GB HBAs are mentioned for the hosts. Going forward will this be true or will 16GB HBAs be considered?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
222	Tab 6	Appendix C Cost Submittal	Will backup/recovery solutions be part of this RFP?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section of Appendix C, Cost Submittal Response Template.
223	Tab Lot (all)	Appendix C Cost Submittal	How does the Commonwealth expect training for the various solutions to be presented as part of this RFP?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
224	Tab 6	Appendix C Cost Submittal	Is self-service storage provisioning being considered?	This is beyond the scope of this procurement.
225	Tab 5 & 6	Appendix C Cost Submittal	There is no infrastructure such as networking identified in RFP? Is networking to be considered in the response? If not, what is planned network that will be utilized? What about other infrastructure components such as firewall, load balancers, etc?	This is beyond the scope of this procurement.
226	35	IV-3. A	Is CoPA looking to receive only a certain number of responses for each OEM since OEM's have hundreds of certified partners that could respond? If so, what is the number responses per OEM CoPA is accepting?	There is no limit on the number of responses per OEM.
227	4	Calendar of Events	The schedule has the Responses to Questions expected on Friday January 13. The following Monday, January 16 is a Federal Holiday (MLK). Because the current due date is Friday January 27th, this does not give vendors sufficient time to review and revise any content based on the response to the QA and any possible amendment. We are asking for a one-week due date extension to the schedule as currently published. This will give us sufficient time to finalize and ship the proposal on time to meet the revised due date.	Please refer to the answer to Question #1 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	<p>The RFP stipulates the Cost Proposal is to be sealed (section II.3). However, at the bidder’s conference, it was mentioned that the cost proposal and the technical proposal reviews will be done simultaneously for the full evaluation (i.e., it was stated that a newer technology that met or exceeded the requirements specified would be technically evaluated with the price since the technical evaluators would be able to see the pricing as well). Will the cost proposal remain sealed until the technical proposal evaluation and scoring has been completed? Will there be a release of the technical scoring along with a public cost opening? It is suggested that additional technical scoring points be given if the proposed configuration exceeds the minimum configuration stated in the RFP and be separately evaluated from pricing. This allows the evaluation to be fair and objective.</p>	<p>The technical and cost scoring will be completed independent from each other. The technical scoring team will be given access to Appendix C, Submittal Response Template, to ensure device specifications meet the requirements of each lot. Additionally, costs will not be opened publicly. Pursuant to Section 513(d) of the <i>Commonwealth Procurement Code</i>, 62 Pa. C.S. § 513(d), proposals “shall be opened so as to avoid disclosure of their contents to competing offerors.”</p>
229	Tab 5& 6	Appendix C Cost Submittal	<p>Management software and process(es)? Will these be necessary in the response?</p>	<p>Management software and process(es) may be procured as a component of the hardware purchased, so long as a software license agreement has been negotiated with the Commonwealth.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
230	Tab 5& 6	Appendix C Cost Submittal	What workloads will be running on these platforms? What are your performance objectives? (iOPS, throughput, etc.)	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
231	Tab 6	Appendix C Cost Submittal	Besides components like firewalls is there requirements for security (DAR or data inflight encryption)?	Please refer to the Information Technology Policies located at http://www.oa.pa.gov/Policies/Pages/itp.aspx# .
232	Tab 6	Appendix C Cost Submittal	When sizing, is there any guidance on compression/dedup ratios? Or should we consider industry standard for general purpose workloads?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
233	35	E.4	Do any form-factor preferences exist?	The default is for Lot 1, Desktops, is minitowers with options for small form factor, ultra-small form factor and desktop.
234	35	E.4	Please provide processor generations (versions) as many of the processors mentioned here have various iterations (or specify "latest").	Please provide the processor generation defined in the specifications located in Appendix C, Cost Submittal Response Template.

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235	35	E.4	Please confirm “BaseT” on 10G network card(s) (this is in often cases an SFP adapter and not BaseT).	For Lot 5, the default is BaseT with the option for SFP.
236	35	E.4	Please elaborate or provide example “Self-Cleaning” server requirement.	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
237	35	E.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	The intent is to move from a capital expenditure model to an operational expenditure model with added agility.
238	35	F.4	SVC Nodes are specific to IBM storage. Please ensure that SVC Nodes are not a requirement for submissions. In addition, please confirm the technical requirement for “I/O Groups” so that functionality can be appropriately duplicated in response.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
239	35	F.4	Please confirm arbitrated loop is only within the storage architecture itself and will not be used for any host-to-storage communication.	This will be covered as part of pre-sales assistance.

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				The agency will work with Contractor to design the solution at the time of purchase.
240	35	F.4	Please confirm that while storage switches will support an OPEN device attachment, that no FICON requirement exists within the identified configuration.	There are currently no FICON requirements that exist within the identified configuration.
241	35	F.4	<p>For Each Configuration:</p> <ol style="list-style-type: none"> 1) Is the Commonwealth open to more economical storage options rather than the 146GB 15k Disk type? 2) Please confirm 4TB usable disk storage for the entire disk array 3) Please provide an IOPS (Input/Output per second) target to ensure that requirements are obtained using modern storage sizing and functionality techniques 4) Please advise on the object-storage presentation method (REST API/CIFS/NFS) required from the array 5) Please provide additional data service desired or applicable to the sizing effort (i.e. – deduplication, compression, etc..) 6) Please provide any security functionality required within the storage array (i.e. – Encryption of data at rest) 	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
242	35	F.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	Please refer to the answer to Question #237 .
243	18-20	Appendix H	Lot 5 relates to Server Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
244	20-23	Appendix H	Lot 6 relates to Storage Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
245	All	Appendix E	<p>The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document?</p> <p>Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?</p>	The reseller needs to be aware there must be an agreement between the commonwealth and the software publisher prior to a third party software being provided through this contract.

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246	Tab Lot (all)	Appendix C Cost Submittal	There are a wide variety of Accessibility needs and many hundreds of products which address them. Some products serve a primary function and also serve to address a disability in another way and this list is quite dynamic as new technology advances are made. It seems impractical to list all of these within the pricing sheet as designed. So, to the point: If an Offeror provides hundreds of products that address a multitude of disability options across all six lots, how would the Commonwealth wish to see this information presented for evaluation? Perhaps a discount structure could be leveraged to better serve the Commonwealth as opposed to a FFP on this many potential products?	Accessibility options are for informational purposes only. Once awarded, the commonwealth will determine which options to make available for the contract.
247		Appendix C Cost Submittal	In the optional services, by data transfer, do you mean data migration from one system to the other or something else? And if so, what else?	Data transfer is the transfer of data from one device to another or from a network to a device.
248	Lot 6	Appendix C Cost Submittal	Lot 6 cost submittal response has title “Services-Options-Monitors”. Is the word “Monitors” supposed to be there and if so for what reason?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
249	5	Appendix H	The instructions for Appendix H state “Instructions: Fill out the yellow shaded areas only, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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			<p>which you are submitting a proposal.” Will the Commonwealth allow bidders to delete the yellow text boxes within ‘Appendix H, Technical Submittal Template’ and replace them with our written responses directly into the body of the Word document to facilitate proper formatting of our content, or is it mandatory that all written content be contained within the yellow text boxes provided?</p>	<p>posted on January 20, 2017, as part of Addendum Number 7.</p>
250	Lots 5 & 6 All Defined Configurations	Appendix C Cost Submittal	<p>Hyper-Converged is not listed as a technology covered in this RFP. Can you please advise on the purchasing model through this contract vehicle?</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>
251	LOT 5	Appendix C Cost Submittal	<p>What is meant by the term "Self-Cleansing Capability?"</p>	<p>Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
252	LOT 5/6	Appendix C Cost Submittal	Most manufacturers do not offer Basic warranty service for enterprise level hardware such as servers and storage as requested in the RFP but offer a minimum standard level of service that equals the Enhanced category. How should the Offeror handle this situation?	Please provide the most applicable pricing available based on each service level tier.
253	LOT 5/6	Appendix C Cost Submittal	List prices for the equipment are different for each level of service being offered. How should the offeror indicate different list prices for each service level in Appendix C?	The discount level indicates the service level. The list price of the device should not change.
254		APPENDIX E	As a reseller, our company does not own or have the ability to negotiate software license terms, those must be negotiated with the licensor itself. How will the Commonwealth handle this situation?	Please refer to the answer to Question #245 .
255	AM-06.1	APPENDIX K	Does "defective hardware" refer to machines that are received in an inoperable condition? Are there any other situations that would relate to "defective hardware" under this SLA?	Yes, this SLA refers to any defective or incorrectly delivered hardware.
256	42	Contracting Requirements - Small Diverse Business Certification	If the OEM responds as a Prime Contractor with a SDB as an agent, what counts towards "actual contract spend" with the SDB? Would the entire purchase amount count towards the spend or just the agent fee (ie. the margin received by the SDB)?	If SDB is issuing a PO for purchases of goods and then invoices the Prime for same goods, then SDB will receive full credit for the invoices submitted.

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				<p>If the Prime is the one who is responsible for PO's for goods and the SDB is only receiving a percentage (%) lift/margin, then the SDB only receives credit for the % lift/margin.</p>
257	Tab for Lot 1 and Lot 2	Appendix C Cost Submittal	<p>Can the Commonwealth specify the type of lease that we should price? For example, does the Commonwealth want to retain ownership of the equipment at the end of the lease or trade it in for refreshed technology.</p>	<p>Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.</p> <p>As to the type of lease, this will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
258	Section 1 C & D	Appendix L, Service Mgmt Integration Requirements	<p>Can the Commonwealth go into more technical detail regarding the responsibilities of the offeror with respect to transmission or receipt of data for the web service integration referenced in Section C and the integration with monitoring tools in Section D?</p>	<p>Hardware associated with this ITSM solution consist of Virtual MidServer that are maintained and managed by OA/OIT at the EDC on the virtual farm. SNMP monitoring of these devices is the responsibility of OA/OIT.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
259	38	Supply Chain Mgmt / Managed Logistics	The Commonwealth has stated that they would like a contractor that can provide staging and storage. There is not a related item in the Cost Proposal for staging and storage. Are we to assume the Commonwealth is looking for this to be offered free of charge? If yes, what kind of expectations does the Commonwealth have in terms of batch delivery? For example, staging 500 units and delivering in 100 unit batches has a very different cost than staging 500 units and delivery in 10 unit batches.	This issue is addressed in Part IV, Section IV-3 of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
260	Lots 1 & 2 Services	Appendix C Cost Submittal	What is meant by the service "Preparation for Shipment"? Is this an add-on service in the case that asset tagging or image deployment are performed offsite?	This service will be procured when an agency requires that the Contractor prepare and pack device(s) for shipment from one Commonwealth location to another. This charge does not apply to the initial delivery of the device.
261	Order Delivery	Appendix K, Service Level Agreements	The Commonwealth has requested a ten (10) delivery timeframe on equipment. Servers and storage that are configured to order can typically take longer than 10 business days to build and deliver depending on the complexity of the system. Can this requirement be waived for Lots 5 and 6?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
262	Order Delivery	Appendix K Service Level Agreements	At various times, manufacturers around the globe experience issues due to shortages in parts supply. While it is very infrequent, it has happened, and if it happens during the term of the contract would the Commonwealth be flexible in the issuance of credits for orders if the communication between the vendor and the Commonwealth on these issues is immediate and consistent?	This type of situation should be planned for by the contractors, but will be addressed on a case by case basis during the term of the contract.
263	Lot 6 All Configuration s; row 37 and 68 "Nodes"	Appendix C Cost Submittal	The requirement for "Storage Volume Controllers(SVC)" is a proprietary product offering from only one vendor, this will limit competition. Please update the node requirements to reflect the technical specification that is required.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
264	34 F.	Lot 6—Storage Hardware	This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions. In Appendix C. Cost Submittal Response Template (rev. 12.15.16), tab lot 6 the component requirement are the same and only reflect a Storage Area Network (SAN) solution. In attachment C we do not see technical requirements for a NAS solution, can you please clarify?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
265	Lot 5 All Configuration	Appendix C Cost Submittal	Is Self-Cleansing Capabilities a service that needs to be included in the base price of the hardware?	Yes.

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	s; row 39 and 61 "Self-Cleansing Capabilities"			
266	Lot 5 Best Value High End Server 1B; row 44 "Flash"	Appendix C Cost Submittal	When referencing “flash adapter” are you using that interchangeably for IO accelerators? NVMe accelerators?	Yes, the item is generic so as not limit to a single vendor or technology.
267	Lot 5 Non-Best Value configs	Appendix C Cost Submittal	You call for “on board SATA” and 100G HDD. What is the purpose of these drives?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
268	Lot 6 Non-Best Value Object Storage	Appendix C Cost Submittal	The storage technology interface requested is fiber channel along with the cables but there is a notation for SCSI and a request for a Network Interface Card. Can you please clarify what you are looking for in this request?	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
269	Lot 5 & 6	Appendix C Cost Submittal	The List Price data entry cell for each of the Configurations is blacked out for the Enhanced and Critical Service Levels, however each service	Please provide one representative list price and

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			level will require a unique list price, can the state update the template to distinguish separate list prices for each service level? Alternatively, if it is the intent that the pricing in this section only include standard warranty and support after warranty should be included in the Options/Upgrade section please specify as such.	apply separate discount off lists per service level tier.
270	Lot 5 & 6	Appendix C Cost Submittal	What is the purpose of the “Discount off List for all other Low End Servers/Cells” cells in the Lot 5 Cells, C50 and Cell C56 Lot 6 Cells? If discounts need to apply to all potential non-best value configurations, please specify the technical requirements range for Low, Medium and High End Server ranges.	We would like the Offeror to be explicit in terms of the overall discount off list that is applied to the potential non-best value configurations. This discount off list should be representative of the discounts applied to each corresponding service tier. The technical requirements are specified in each “Component” and associated “Minimum Requirements.”
271	Lot 5 & 6	Appendix C Cost Submittal	How many years’ post warranty service is required? Please confirm (4) years of support is required for all products.	4 years are the minimum years of support required for all products. We will allow up to 60 months however.
272	Lots 5 & 6	Appendix H Technical Submittal	Can you provide the location(s) where the equipment is to be in production?	In Commonwealth-owned or Commonwealth-managed locations.

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	Section 19 Consumption Model			
273	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	If offsite hosting of the equipment and services is allowable, are there locations restrictions? If so, please list.	Offsite hosting is beyond the scope for this RFP
274	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	In a consumption model, can you provide the starting capacity in storage and servers you require, and expected growth for the next 4 years.	This information is not available at this time.
275	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Can you please specify the length of the procurement contract? Minimum years and any extensions.	The term of the contract(s) will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. The Commonwealth may renew any of the contracts for up to two (2) additional years.
276	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Does the State have specific software or OS requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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277	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	For a consumption model, does the State allow the use of offsite Administration or does the State need any assistance with administering the storage and server environment.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
278	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Initial workloads? Is there legacy equipment HPE – Financial Services could buy back and remove ongoing maintenance cost.	This is dependent upon the contract under which the legacy equipment was procured.
279	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How is Demand Management integrated with Capacity Management to ensure that capacity is adjusted in accordance with demand forecasts and patterns?	The Commonwealth expects the Offeror to propose pricing models that include demand and capacity management.
280	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Is there a formal capacity plan produced yearly, that incorporates Business forecasts and requirements?	The Commonwealth does not have this information at this time.
281	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the average hardware utilization rate before you have to order new hardware?	New hardware is ordered to replace end-of-life hardware and the implementation of new applications/projects.

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#	RFP Page Number	RFP Section Reference	Question	Answer
282	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is your desired infrastructure state? (Hybrid private/public?) Is infrastructure shared/optimized across projects and business?	This question has no bearing on an Offeror's response to this RFP.
283	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the typical provisioning lifecycle, from concept/requirements to full scale production deployment?	This can vary project to project and agency to agency.
284	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How are you dealing with increasing IT demands while trying to mitigate risks and cut costs? If the infrastructure is over-provisioned, how much extra capacity (%) do you typically add?	This can vary project to project and agency to agency.
285	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How does IT demonstrate their value to the business in terms that the business understands?	This question has no bearing on an Offeror's response to this RFP.
286	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever experienced a sudden, sustained and unexpected surge in IT services?	This question has no bearing on an Offeror's response to this RFP.

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287	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever “run out” of IT Infrastructure capacity, or got so close to 100% processing/storage capacity that you’ve had to take urgent action, e.g. rent temporary capacity or request urgent approvals?	No, the Commonwealth has not experienced this.
288	29	C	Can the PRIME also be Small Business and Small Diverse Business entity as a single source?	In order to qualify as a Small Diverse Business, a business must first qualify as a Small Business. A Small Diverse Business is, by definition, a Small Business. A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. Please refer to RFP Part I, Section I-13 of RFP 6100039046.
289	20	C- #5	Maximum 200 points: Can the SB and SDB be the same company in calculation of the points or does it have to be 2 separate companies.	Please refer to the answer to Question #288 . A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. A Small Diverse Business by definition is a Small Business. However, a Small Diverse Business receives a higher percentage of points than a Small Business in scoring.

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				Please refer to the scoring formula in RFP 6100039046 Part III, Section III-4C5.
290	4	Calendar of Events	What is the anticipated award date of the contract after submittal to the commonwealth of PA after January 27, 2017?	The Commonwealth cannot determine a timeframe at this time since we are not sure how many proposals will be received for this procurement.
291	35	Requirements IV-3	(3) years of experience working with public sector clients. Additionally, Offeror must have experience serving at least one (1) large state government similar to the Commonwealth. Question: Does 9 Years Public Sector Experience in Federal Accounts (Both DOD and Civil) by SDV meet your requirements?	That would satisfy the requirement for (3) years of experience working with public sector clients. Please note this is not a mandatory requirement, this is a preference and will be evaluated as part of the vendor proposal.
292	35	(i)	Offerors must be able to provide a punch-out site for order placement. CLARIFY PUNCH OUT SITE: 1.DEDICATED WEB PAGE TO PA FOR ORDERS ELECTRONICALLY? WHAT TYPE OF PAYMENT (CREDIT CARD) OR OPEN PO.? More DETAILS NEEDED ON THIS REQUIREMENT.	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
293	Lot 6 SAN switches	Appendix C Cost Submittal	Redundant SAN switches to initially support 20 connections (16 connections to 8 servers, and 4 connections to 1 storage array). Expansion	This will be covered as part of pre-sales assistance.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			capability to 64 ports was requested. Will the expansion ports be for servers, storage, or both?	The agency will work with Contractor to design the solution at the time of purchase.
294	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Does the Commonwealth of PA want separate block and object storage devices, or do they anticipate running mixed block and object storage environments on the same storage devices?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
295	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the total usable space requested. The best value arrays were requested with capacities of 4 TB (RAID5), and the non-best value arrays were requested with capacities of 2 TB (RAID5). Are these usable or raw capacities? Are the 4 TB and 2 TB capacities per controller or per array? 1 PB total usable storage was also specified. Please clarify how the specifications calculate to 1 PB.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
296	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Initial arrays were requested with 4 TB and 2 TB capacities, with anticipated quantities of 25 over the 3-year contract. Does the Commonwealth of PA anticipate storage additions to the initial array(s), or 25 separate arrays? If 25 separate arrays, will these reside in the same data center, and will they replicate to each other? If separate arrays will reside in separate data centers, how far apart will these be?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
297	Lot 6 Non-best value object storage arrays	Appendix C Cost Submittal	The non-best value object storage array mentions FC, iSCSI, and IP-based, but the switches requested are to support 4 Gb/sec, which would be FC. Please clarify if the Commonwealth of PA looking for iSCSI, FC, or FCoE storage, and what switch technology.	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
298	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What types of IT administrative servers will be in use? Physical servers, or virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
299	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What server environment(s) will be deployed? Physical servers? Virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Server environments may include, but are not limited to, DEV, CIT, TRG, TFP, UAT, & PROD. Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
300	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What percentage of your current storage is a) Dell, b) EMC, c) HDS (Hitachi), d) HPE, e) IBM, f) NetApp, and g) Nimble?	This question has no bearing on an Offeror's response to this RFP.
301	Lot 6	Appendix C Cost Submittal	What self-cleaning technology is in use today on a) servers, b) desktops, c) laptops, d) tablets, and e) storage?	Please review the Commonwealth's ITP SEC-015, Data Cleansing Policy, for more

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	Block and object storage arrays			information on the broader spectrum of Self-Cleansing requirements.
302	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Best Value Storage compared to Best Value Block Storage and Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
303	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Non-Best Value Storage compared to Non-Best Value Block Storage and Non-Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
304	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	The RFQ specifies "8 Storage Volume Controllers(SVC) nodes, configured in two (2) node clusters providing four (4) I/O Groups." This requirement is specific to old technology IBM storage. Is the intent of Lot 6 of this RFQ to essentially lock out other vendors (OEMs)? If not, then the specifications of Lot 6 need to be rewritten to encompass more modern storage offerings from all eligible vendors (HPE Dell, EMC, HDS, IBM, NetApp, and Nimble).	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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305	Lot 5 & 6 Services - Options - Monitors	Appendix C Cost Submittal	Please clarify the following service: "Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)." Does this refer to returning failed disks (with keep your disk support) to the Commonwealth of PA's warehouse, via a shipping or courier service?	This service refers to the shipment of decommissioned devices from the agency to the DGS Surplus Warehouse by the Contractor.
306	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Although we have read the reference document, we would like further clarification on what is meant about "Self-Cleansing Lot 5 Capabilities".	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
307	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	It has been noted that the configurations are based on years old technology. Would you prefer that we quote refurbished in order to meet the specifications? If not, we will need better guidance on what your needs are so that all bids will still be comparable.	The requirements are for new equipment. Please provide proposals that meet the Commonwealth's minimum requirements as stated in Appendix C. In the adjacent columns, please provide your suggested enhanced specs in the corresponding "Actual Spec Proposed, if higher" column.
308	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Could you clarify what your goal is for "Non Best Value Configurations"?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on

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				the needs of the agency at the time of order.
309	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You mentioned "Image Deployment "but most servers were configured with no OS. Can you clarify what OS and deployment options you require?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
310	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You included "Hard Drive Removal" in this section but specified "Keep Your Hard Drive" in the configurations. Can you clarify?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
311	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades" you include options that depend on the individual specification/configuration. How would you like that to be noted?	Please provide the respective individual specification/configuration in the associated "Notes, if any" column or in the "Additional Options" section at the bottom of the "Services – Options – Upgrades" section.
312	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades", what do you mean by "HBA requirement"? Above, you specified 2 different type of HBAs.	Offerors should respond with the HBA's that it can provide.

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313	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	For "Disk Wipe", do you have a preferred method?	Please refer to the information provided in ITP SEC-015.
314	LOT 5	Appendix C Cost Submittal	Since an emerging cost effective technology for servers is the modular or blade server implementation, would it not behoove the Commonwealth to add a modular configuration to the pricing analysis? This would provide a more accurate assessment to the Commonwealth of future costs. It would greatly enhance our thought process in truly understanding your virtualized environment today and how we can shape its tomorrow for the commonwealth. Alternately, could a separate or 'sub lot' be added for this technology?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
315	36	IV-3. A.2.i	To increase competition with qualified OEMs, will the Commonwealth consider revising their choice for Gartner's Magic Quadrant for Modular Servers to include more current version(s) from 2016?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
316	Tab Lot (all)	Appendix H Technical Submittal	Does the state want references to highlight the qualifications of the OEM, the offeror or both?	The qualifications should focus on the Offeror's ability to provide the OEMs products and services.

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#	RFP Page Number	RFP Section Reference	Question	Answer
317		RFP	How does this contract differ from COSTARS contract 3	The awarded contracts are for Commonwealth agencies to utilize. COSTARS contracts are not available for use by commonwealth agencies.
318		RFP	What agencies would procure product from this contract that cannot purchase off COSTARS? Why would an agency utilize one over the other?	Please refer the answer to Question #317 .
319	8	I-12	The RFP states "Offerors shall submit two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive". Does the Commonwealth want two CD-ROMs or Flash drives with one copy on each?	Yes.
320	Lines 13-16; Lines 17-20 SLA ID AM-04.1 and SLA ID AM-04.2	Appendix K. SLAs	These SLAs appear to be created for OEMs selling direct. As a reseller of the equipment, we cannot control certain aspects of the requirements listed in these SLAs. Will the Commonwealth consider revising these requirements to accommodate resellers wishing to bid?	No.
321	5	I-5. Type of Contract	According to the RFP, "It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in Appendix A." Does the	Yes.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			firm, fixed price refer to both product procurement and services contracts?	
322	Lot 5 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, within the functional parameters alone, there are multiple options (blades vs. rack-mount, 1u vs. 2U, centralized vs. distributed vs. shared infrastructure, highly-densed drives vs highly-densed CPU, L1 vs. L2 vs L3. for caching, SLC v.s MLC vs. TLC for SSD, 10k vs. 15k vs. SATA/NS-SAS for HDD, etc.). In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order
323	Lot 6 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, in regard to converged vs. hyperconverged infrastructure, along with software-defined storage, there are open-ended hardware parameters within the spreadsheet. For instance, for the Intel Xeon E3-1220 - is the Commonwealth referring to Broadwell or Hashwell? For RAM, are you referring to LRDIMM or RDIMM? Each has a different capacity and each supports different processor models, and different servers support different	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			processor cores/model. In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	
324	Lot 6 Configuration s	Appendix C Cost Submittal	How does the Commonwealth plan on addressing backup and recovery since it is not called out as a specification?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section.
325	Lot 6 Configuration s	Appendix C Cost Submittal	How does the Commonwealth plan on addressing a Converged/Hyperconverged infrastructure, as it is not called out in the specifications?	Please refer to the answer to Question #2 .
326	Lots 5 and 6 Consumption Based Pricing	Appendix C Cost Submittal	In regard to the consumption model cost request, does the Commonwealth want to see pricing offered for different classifications of storage (for instance, slow = .01 fast = .05 and super-fast = .10 or some delineation of class of storage)?	The Commonwealth will review responses based on options provided.
327	Lots 5 and 6	Appendix C Cost Submittal	Will the Commonwealth allow bidders to show price deviation methods (meaning, the price can increase or decrease depending on the amount consumed by the Commonwealth)?	This is based on the pricing model proposed by the Offeror.
328	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "yes", against what mean average will each bidder be considered?	This is based on the pricing model proposed by the Offeror.

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#	RFP Page Number	RFP Section Reference	Question	Answer
329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options should be included in the "Options" section.

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#	RFP Page Number	RFP Section Reference	Question	Answer
334	A.	Appendix L - Service Management Integration Requirements	Per A. a., "a. Offeror must use the Commonwealth's current integration model, data model, and error handling methodology, which are subject to change*." What is the Commonwealth's current integration model, data model, and error handling methodology for the ITSM system?	Please refer to the answer to Question Number #91 .
335	Lot 6 Consumption Based Pricing	Appendix C Cost Submittal	Will the Commonwealth provide their current storage utilization information, as well as expected growth over the next 5 years?	This information is not available at this time.
336	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide performance criteria? E.g. 2ms response times for block storage, 5ms for file storage and 10ms for object storage.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
337	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide availability requirements? E.g. 99%, 99.99% or 99.999% uptime requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
338	Lot 6 Line 33	Appendix C Cost Submittal	Do you want a total of 20 ports in the bid response or 20 ports per switch?	The minimum is 20 ports.

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#	RFP Page Number	RFP Section Reference	Question	Answer
339	Lot 6 Lines 25, 33, 34	Appendix C Cost Submittal	The term “GB” is used – what does this mean (Gigabyte, Gigabit, something else)?	The term GB refer to “Gigabyte.”
340	Lot 6 Line 34	Appendix C Cost Submittal	How many switches do you want in the bid response – 1 or 2?	There is a minimum of 20 ports, regardless of the number of switches.
341	Lot 6 Line 35	Appendix C Cost Submittal	Why are you asking storage vendors to bid HBA’s. We think this belongs in the server lot	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
342	Lot 6 Lines 37, 38	Appendix C Cost Submittal	The term “SVC” is used. What does this mean? IBM’s virtualization engine? If we are not using IBM as our OEM supplier, how do we bid SVC? We were told we have to stay within one OEM’s product line.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
343	Lot 6 Line 40	Appendix C Cost Submittal	Are you asking us to include in our bid a 64 port switch with 20 SFP in it?	The requirement is for the switch(es) to be scalable to 64 ports.
344	Lot 6 Line 41	Appendix C Cost Submittal	The newer 16Gb and 32Gb FC specs, do not allow for arbitrated loop. Only 8Gb specs and lower provided for AL support. 8Gb optic support in newer switches is unavailable or very limited and may not meet port count/scalability specifications. Is this acceptable?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
345	Lot 6 Line 44	Appendix C Cost Submittal	“Ability to support 146GB... drives”. Is support for 146GB drives a requirement? Newer storage subsystems support a 300GB minimum size for 15K and 10K SAS drives.	146GB is the minimum. Offerors may quote any drive that exceeds these specifications.
346	Lot 6 Lines 47, 48	Appendix C Cost Submittal	How will “Scalability” and “Reliability” be measured?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
347	Lot 6 Line 115	Appendix C Cost Submittal	“SCSI” is assume to mean “iSCSI”. Is this a correct assumption?	Yes, that is correct.
348	Lot 6 General	Appendix C Cost Submittal	There are a number of specs/minimum requirements that call out 4GB (vs Gb, we assume gigabit?). Is support for 4Gb HW required? Newer storage subsystems support 8Gb HW and up. However, 8Gb HW can support 4Gb speeds. This is specifically critical in responding to line 112, as it requests for “4GB” Storage Controller FC interface upgrade costs. Our vendor partners no longer support 4Gb HW.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
349	Lot 6 General	Appendix C Cost Submittal	What is self-cleansing technology? Can you provide an example?	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be

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				cleansed in accordance with ITP SEC-015.
350	Lot 6 General	Appendix C Cost Submittal	Do we include racks in our bid response or are you providing standard racks?	Offerors may propose racks as an option.
351	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth is asking for MFD pricing separately but it has placed an MFD in the Market basket. Would the Commonwealth consider removing that item (J7X28A#BGJ) from the Market Basket?	Yes, the Commonwealth will replace and remove this item from the Market Basket.
352	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth has publicly stated that it wants to do away with Desktop/single function printing. Would the Commonwealth consider removing from the Market Basket the single function printers part #s CN550A#B1H and E6B69A#BGJ?	Yes, the Commonwealth will replace and remove these items from the Market Basket.
353	Lot 3 Market Basket	Appendix C Cost Submittal	Schneider and APC are the same company. Will the Commonwealth make any adjustments here?	Yes, the Commonwealth will make the consolidation of both listed companies under APC.
354	33-36	Part IV	Will the Commonwealth re-consider allowing "Offerors" to submit a bid for more than one manufacturer where stated only one is permissible?	No.

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#	RFP Page Number	RFP Section Reference	Question	Answer
355	Defective Hardware Replacement SLA ID 06.1	Appendix K. SLAs	Will the Commonwealth detail the time frame in which a product is considered defective?	Please refer to Section 12, <i>Acceptance</i> , of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.
356	All	Appendix K. SLAs	Can any or all of the SLAs be waived if so noted on the PO?	Yes, if noted in the purchase order.
357	34	Section C	Will the Commonwealth explain the role of the back-up awardee?	The role of the back-up awardee is to ensure full coverage of IT peripheral devices in a case where the best value provider does not have access to a product requested by the commonwealth.
358	8 Section 19	Appendix A	Presently invoices are submitted to one address. Is the statement below the intention moving forward? Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract,	Invoices will still be submitted to one address but separate billing accounts must be established by the contractor so invoicing is submitted to the correct agency.

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			updated price lists or any discounts negotiated by the purchasing agency.	
359	3	Section 6	P-Cards taken via the telephone exposes the Commonwealth to a high risk of fraudulent orders. Will the Commonwealth entertain a more secure way to process P-Cards?	The prefer method of acceptance is over the phone. The commonwealth will review additional options of P-Card acceptance with the awarded Offeror(s)
360	Lot 2 - Rugged Devices	Appendix C Cost Submittal	In regard to the Hard Drive requirements for the rugged laptops, is the Commonwealth of PA looking for an HDD or SSD option? Is there a preference? Would either option be considered?	The Commonwealth prefers a Solid-State Drive; however, a hard disk drive is acceptable.
361	Services	Appendix C Cost Submittal	Custom integration (<i>imaging/asset tagging/BIOS</i>) adds time to the manufacturing process. How many additional days are acceptable for customized orders?	Additional time will be addressed between the Contractor and the agency if a change occurs after the start of integration.
362	SLA ID - AM-04.1	Appendix K. SLAs	Referencing the 10 Day SLA for product order to ship...is there a possibility this 10 day can/ will apply to only the base unit configuration without customization of upgrade options?	Applies to all units.
363	Lot 1, Desktops	Appendix C Cost Submittal	Since all microprocessors are not created equal, we believe using a generic parameter like clock speed could lead to disappointing performance,	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

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			and therefore may not be in the best interest of the State. Would the Commonwealth consider adding Intel processors as a requirement, and that the Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered?	
364	Lot 1, Desktops	Appendix C Cost Submittal	The Commonwealth is requesting 1 DVI port on the desktop. Would you accept a DisplayPort an acceptable option?	Yes, a DisplayPort would be an acceptable option. If a replacement, then an adaptor to DVI must be included.
365	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth has standardized on Windows 10. Is the Win7 downgrade still required?	No. Please refer to the answer to Question #20 .
366	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with A/C wireless standard. Is this acceptable?	Yes, A/C wireless is acceptable.
367	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with Bluetooth v4.x. Is this acceptable?	Yes, so long as it meets or exceeds minimum requirements set forth in the specifications.
368	Lot 1, Laptops	Appendix C Cost Submittal	An optical USB mouse with scroll is listed as standard. Please confirm this is correct and required to ship with each laptop ordered.	Yes, it is correct and is required to ship with each laptop ordered unless otherwise identified in the SOW or Purchase Order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
369	Lot 2, Non-Traditional Desktops	Appendix C Cost Submittal	Are these meant to be Workstations?	The definition of Non-Traditional Desktop includes zero client and thin client.
370	Lot 5 & 6 Servers and Storage	Appendix C Cost Submittal	Under the Universal Options section can you please clarify the "Preparation for Shipment"	Please refer to the answer to Question #260 .
371	Lots 1, 2, and 4	Appendix C Cost Submittal	<p>In Appendix C, the term of the lease requested for Lots 1,2, and 4 is four years. However, more detail is needed to ensure all parties are quoting the same. There are three aspects that need clarification: lease type, payment frequency, and payment timing. Please advise on the following:</p> <p>1) Lease Type: Is this a Fair Market Value lease? 2) Payment Frequency: Are payments to be monthly, quarterly, or annually? 3) Payment Timing: In arrears or in advance?</p>	<ol style="list-style-type: none"> 1) Lease Type: Fair Market Value. 2) Payment Frequency: Annual. 3) Payment Timing: In advance following initial invoice.
372	38	IV-3.B.5	The Services section of the RFP reads that “The Contractor must honor all quotes for at least ninety (90) days.” Is this 90-day validity period also to be considered the validity period of lease rate quotes in Appendix C? Since leasing rates by nature are not able to be held for extended periods of time, we need to understand the validity period expected.	No, it is not.

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#	RFP Page Number	RFP Section Reference	Question	Answer
373	36	IV-3. A (5) (i)	<p><u>Lot #5 Requirement:</u> "Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Magic Quadrant for Modular Servers - May 2015 will be considered for this lot: (a) Dell, (b) HP, and (c) Lenovo."</p> <p>If the Commonwealth wishes to limit offerors to provide Gartner "Magic Quadrant" leading solutions, please update the RFP to refer to the most current May, 2016 Gartner Magic Quadrant report found at: https://www.gartner.com/doc/reprints?id=1-2EEWKHH&ct=150504.</p> <p>[The current RFP qualification is based on an out-of-date market analysis which has been superseded by Gartner's most current "Magic Quadrant for Modular Servers" dated May 2016. The use of an out-of-date industry analysis artificially creates an exclusionary specification and an unlevel playing field among otherwise qualified offerors.]</p>	<p>This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
374	34	IV-2 (E) (1) & Appendix H Technical Submittal Response Template and Appendix C Cost Worksheet	<p><u>Lot #5 Requirement:</u> "(1) The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the "Best Value OEM" for Lot 5."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5.</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.</p> <p>b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.</p>	<p>a. Appendix H: The Commonwealth evaluate the products from a technical perspective.</p> <p>b. Appendix C: You are correct; costs will be evaluated based on the standard specifications provided.</p> <p>c. Technical standards are based on the specifications listed in Appendix C.</p>
375	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p>	<p>a. Correct.</p> <p>b. The devices identified are strictly to be used for vendor comparison for RFP 6100039046. All actual orders</p>

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			<p><u>How were the named vendors determined that appear on Appendix C?</u></p> <p>a. The title, “Top Manufacturers” does not appear to relate to technical industry solution rankings in each category, but rather solely to existing Commonwealth suppliers/historical spend.</p> <p>b. This constitutes an exclusionary spec which effectively limits competition to existing Commonwealth suppliers who appear as the a single manufacturer brand per solution category in Appendix C, e.g.,</p> <p style="padding-left: 40px;">i. in the category of “Communications/Conferencing”, Appendix C essentially names only Microsoft/Polycom as named communications suppliers.</p> <p style="padding-left: 40px;">ii. Other industry leading OEM brands currently in the embedded base are completely missing from Appendix C, e.g., the global market leader for video endpoints have been excluded from the named brand list.</p> <p>c. How was the historical spend calculated for each named brand?</p>	<p>will be based on the needs of the agency at the time of order.</p> <p>c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>i. E.g., what was the method for determining historical average?</p> <p>ii. Other OEM manufacturers representing higher Commonwealth spend than those listed in Appendix C have been excluded.</p>	
376	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p> <p><u>This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.</u></p> <p>a. While non-named manufacturers can be included under the umbrella post award via the "maximum" mark-up, please explain how a fair best value comparison can be conducted across the "non-named brands" since there is no comparable data provided for analysis, and the data provided is not standardized across providers?</p>	<p>a. Using historical spend, the Commonwealth wanted to capture the manufacturers that represented the majority of that spend, with a designated maximum markup for any other manufacturer that is not mentioned.</p> <p>b. Please provide additional proposed technologies in Appendix H: Technical Submittal.</p> <p>c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.</p>

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			<p>b. The bid encompasses a broad scope of technology solutions each of which should be evaluated by technology-specific performance/cost criteria. Some of these lend themselves to a purely cost based analysis, e.g., power supplies, printers, cameras, scanners. However, other more complex technologies, e.g., Communications, Video Conferencing, require “best value” evaluation of technical specifications to ensure equal comparison before determining resulting costs. This RFP contains no technology specifications for evaluation of the proposed technologies, particularly in the categories of "video conferencing" and "communications".</p> <p>c. Would the Commonwealth consider separating these into different lots or solicitations?</p>	
377	33	IV-2, C (2) (ii)	<p>Lot #3 Requirement: Please define what "Communications" means and includes in the context of Lot #3 - IT Peripherals in this RFP, e.g., does "communications" include wireless access points? IP Phones? Video Conferencing endpoints?</p>	<p>A communication device is a hardware device capable of transmitting an analog or digital signal over the telephone, other communication wire, or wirelessly. Yes. Yes.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	<p>Lot #3 Requirement: "(1) The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option. Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term.</p> <p>d. Pricing does not consider or include support/subscription maintenance (the all in cost</p>	<p>Based on the cumulative Technical, Cost, and SDB / SB scores, the Commonwealth will ultimately make a decision on deeming an Offeror "Primary" and an Offeror "Secondary" to fulfill their required needs</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			of ownership) of the brand/technology solutions bid in any lot.	
379	Row 21 Volume Capability Speed	Appendix C Cost Submittal	Can the Commonwealth define functional concurrency and the features that it relates to?	Functional concurrency refers to the device being able to print, process print jobs, scan to email and faxing simultaneously.
380	Row 61 Digital Output	Appendix C Cost Submittal	Can the Commonwealth clarify how and why TIFF 6.0 is being used vs other TIFF formats? Would the Commonwealth remove the requirement for devices to support TIFF 6.0 ?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
381	Lot 6	Appendix C Cost Submittal	What is the Commonwealth's desired approach specific to object and file storage?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
382	Lot 6	This issue is addressed in the revised <u>Appendix C, Cost Submittal Response Template</u> , posted on January 20,	Please identify in the January 20, 2017 posted version of Appendix C where changes to the IBM-only Storage Volume Controllers were made.	Please refer to Tab “Lot 6” of Appendix C, Cost Submittal Response Template rev (1-26-17), under “Lot 6 – Services – Options – Upgrades” rows 109, 110, 112, and 113.

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#	RFP Page Number	RFP Section Reference	Question	Answer
		2017, as part of Addendum Number 7.		<p>Also, the rows relating nodes in under the “Lot 6- Storage – Best Value Configurations” and “Lot 6 – Storage – Non Best Value Configurations” have been removed.</p> <p>Additionally, please refer to RFP 6100039046 at Part IV, Section IV-3.A.6 for the revised list of eligible OEMs (or certified resellers) based on the Gartner Leaders Quadrant for General Purpose Disk Arrays (October 2016).</p>
383		Storage Volume Controllers(SVC)	The commonwealth received 9 questions about the requirement for IBM's "Storage Volume Controllers(SVC)" for Lot 6. The answers point to the January 20, 2017 posted version of Appendix C which does not appear to have any changes to the requirement. Please confirm that the State will accept bids for Lot 6 that are not solely limited to an IBM storage solution.	Please refer to the answer to Question #382
384	44	IV-3-C-ix-b	Off-Premise Disk Wipe - The requirement states that the device is to be cleansed at its current location, but the requested service is to be off-premise, including pickup and delivery. Please clarify this requirement.	Part IV, Section IV-3.C.2(ix)(b) of RFP 6100039046 has been revised to clarify that cleansing must take place “at a location

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#	RFP Page Number	RFP Section Reference	Question	Answer
				approved by the Commonwealth....”
385	44	IV-3-C-vii-a	On-Premise Disk Wipe - This requirement states that the Contractor shall pack and pick up the device to be wiped, but the service requested is to be on-premise. Please clarify this requirement.	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised by deleting the phrase “, pack and pick up.
386	43	IV-3-C-vii-c	Hard Drive Removal - In our experience, agencies ask for hard drives to be removed in order to preserve the data on the drives while allowing for the disposition of the PC assets. Requiring drive wipe services in conjunction with hard drive removals will not allow this to happen, and will also add unnecessary cost to the Commonwealth if the disk wipe is specified but not performed. Will the Commonwealth consider removing the data wipe requirement from this and procuring any data cleansing services needed using the On- or Off-Premise Disk Wipe service? In this way the Hard Drive Removal service would consist only of removing the hard drives and providing them to an agency-designated employee?	If necessary, prior to the hard drive removal/whip, the agency, in cooperation with the Contractor, will verify the backup of the hard drive data has been completed.
387	43	IV-3-C-vi	Preparation for Shipment - This task does not indicate the requirement to disconnect existing PC equipment, and remove it from the desk area,	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised to

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
			but only packaging equipment for shipment. Does the Commonwealth require de-installation services as part of this service?	add the phrase "Disconnect existing PC and peripheral equipment and remove it from the desk area."
388	44	IV-3-C-vii-d/e/f	"Hard Drive Removal - The section of hard drive removal discussing end of lease or defective hard drives seems to be a contact requirement, and not an optional service. Does the Commonwealth intend to have these services as optional, or are they required? (d) Contractors must allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Agency with no additional cost to the Commonwealth: (e) The Commonwealth may keep the defective or leased hard drive. (f) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015."	These services are required as part of the lease.
389		Q& A # 178 IV-3-C-x and xi	Can the Commonwealth confirm that when transporting any type of device, it wants the Contractor, not agency IT personnel to be responsible for data backup? In the case of many system types, including servers and storage, it may not be feasible for Contractor personnel to perform and ensure backups are correct, given the disparate agency backup systems in place.	Please refer to the revised response to Question #178 .

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
390	Lots 5 and 6	Q& A # 253 and Appendix C, Cost Submittal	For OEMs that do not provide a single list price, but perform list pricing based on the service level chosen, how is a reseller to provide that information to the Commonwealth? Should the reseller provide the highest list price and then adjust the discounts accordingly?	The OEM’s certified reseller should provide the list price that most accurately represents the service level associated with the device and adjust the discounts accordingly.
391	Lot 6	Appendix C Cost Submittal	I would like clarification on the answer given to Q&A question #73 which appears to be in conflict with the pricing sheet allowing for an All Other Storage Discount. The answer seems to indicate that all other storage is to be sold at the “Non Best Value” discount rate. Can you please clarify – Is the discount rate on the Best Value and Non Best Value just for those specific proposed minimum configurations ONLY or does the discount need to apply to ALL other future storage purchases configured and solutioned at a later time?	The discounts shall apply to all future storage purchases made through the awarded contracts.
392	Lot 6	Appendix C Cost Submittal	The Answer to Question 238 is “This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017 as part of Addendum Number 7”, however, there does not appear to be any change. What change was made to lot 6 or is to be made?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
393	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC controller eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .
394	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC RAM eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .
395	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth is asking for Windows 10 with a Win7 downgrade. Intel's 7th Gen Kaby Lake Processors will not run Win 7. Please confirm your move to Win 10 with no downgrade requirement, or your willingness to buy 6th Gen Sky Lake processors to support both Win 10 and a downgrade to Win7.	The requirement for the Windows 7 downgrade has been removed. Please refer to the revised answer to Question #20 and Question #365 , and the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
396	Lot 1, High- End Desktop	Appendix C Cost Submittal	This processor is a 6Core gaming processor, not normally found in a business-class system. What application will you use that requires this processor, over a Xeon 4Core which would likely	Xeon processors will be acceptable as long as the Offeror can provide performance metrics showing the performance meets

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
			perform better? Please consider allowing a 4 Core Xeon alternative.	or exceeds the requested specification.
397	Lot 3 Peripherals Market Basket	Appendix C Cost Submittal	Will the Commonwealth change the manufacturer name "Transcentra" to IBML? Trans Centra is not the manufacturer.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
398	Lot 3 Peripherals Market Basket	Appendix C Cost Submittal	Will the Commonwealth remove line 53? HP part # JG926A#ABA is a Network Switch.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
399	4	Calendar of Events	Will the Commonwealth of PA considering extending the due date an additional 5-7 days?	No
400	2	Calendar of Events	Due to the amount of Q&A and the update from last week, SHI would like to request an deadline extension for all vendors to 2/15. This extension will help ensure we provide a complete and compliant response. We appreciate your consideration.	The due date shall remain at February 10, 2017 at 2:00pm ET.
401	Lots 1,2,4,5 and 6	Appendix C Cost Submittal	In Lots 1, 2, 4, 5, and 6, every requested configuration has many different options, but there is only space for one option. For example:	The commonwealth understands the options lines are limited at this point, and intends to finalize

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
			In Lot 1, Line 184, an I7 processor upgrade would have 7 different options based on this requested configuration, but there is only space for one option. Is there a way for Offerors to include more options?	available options during contract negotiations.
402	Lot 3	Appendix C Cost Submittal	In Lot 3 there are discontinued manufacturer part numbers in the market basket. Does the Commonwealth want Offerors to replace them? If so, there is not space to communicate that we are replacing with the current manufacturer part number.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11. Please use the “Alternative Manufacturer Part #” and “Alternative Part Description” columns as necessary to enter current part numbers (and descriptions, if applicable)..
403	Lot 6	Appendix C Cost Submittal	Are the unit quantities, i.e. “Volume” inputted in Appendix C representative of the estimated annual purchases, or the estimated purchases over three years? This would impact some of the bidders cost assumptions.	The quantities provided are based on purchase history and are for evaluation purposes only and do not guarantee products/services to be ordered as part of the awarded contracts.

Date: February 8 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 10, 2017 1:00 PM EST

Addendum Number: 13

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

- Appendix C, Cost Submittal Response Template. Rev. (2.8.17)- Updated Calculations on Market Basket for Lot 3.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops		\$ -
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ -
3 - General IT Peripherals		\$ -
4 - Apple Devices		\$ -
5 - Server Hardware		\$ -
6 - Storage Hardware		\$ -

Item	Value
...	...

Lot 3 - General IT Peripherals

Works by Manufacturer

Manufacturer	Value
...	...

Item	Description	Quantity	Unit Price	Total Price
...

Material Details

Item	Description	Quantity	Unit Price	Total Price
...

Lot 3 - Small MPDs

Item	Description	Quantity	Unit Price	Total Price
...

Item	Description	Quantity	Unit Price	Total Price
...

Lot 3 - Accessibility Needs

Item	Description	Quantity	Unit Price	Total Price
...

Date: February 9, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 16, 2017 1:00 PM EST

Addendum Number: 14

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

- Appendix C, Cost Submittal Response Template. Rev. (2.9.17)- Updated percentage submittal cells for Lots 3, 5 and 6 to allow for two (2) decimal points.
- PA IT Hardware RFP rev. (2.9.17) – Updated Calendar of Events. The solicitation due date has been extended to February 16, 2017 at 1:00 PM EST.

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Commonwealth of Pennsylvania

IT Hardware RFP

Cost Proposal Response Template Summary

Offeror Name:

Instructions for Respondents: The only fields within this cost template that need to be filled out are those in orange. Please fill in your company's name in the box above and indicate which lots you are proposing on. Your total cost per lot will be automatically calculated and presented in the table below. Please then complete the tabs that follow for each Lot that you are proposing on (e.g. "Lot 1," "Lot 2," etc.)

Lot #	Proposing? Y / N	Total Annual Cost (For Evaluation)
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops		\$ -
2 - Tablets, Rugged Devices, Non-Traditional Desktops		\$ -
3 - General IT Peripherals		\$ -
4 - Apple Devices		\$ -
5 - Server Hardware		\$ -
6 - Storage Hardware		\$ -

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

ISSUING OFFICE:

OFFICE OF ADMINISTRATION

RFP NUMBER

6100039046

DATE OF ISSUANCE

DECEMBER 14, 2016

**REQUEST FOR PROPOSALS FOR
INFORMATION TECHNOLOGY HARDWARE**

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APPENDIX A, STANDARD CONTRACT TERMS AND CONDITIONS FOR IT SUPPLIES AND RELATED SERVICES

APPENDIX B, DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

APPENDIX C, COST SUBMITTAL RESPONSE TEMPLATE

APPENDIX D, PROPOSAL COVER SHEET

APPENDIX E, SOFTWARE LICENSE REQUIREMENTS AGREEMENT TEMPLATE

APPENDIX F, COSTARS PROGRAM ELECTION FORM

APPENDIX G, SMALL DIVERSE AND SMALL BUSINESS LETTER OF INTENT

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APPENDIX N, TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

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APPENDIX Q, SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

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APPENDIX S, LEASE ACCEPTANCE CERTIFICATE

APPENDIX T, OCI SUPPLIER PUNCH OUT OVERVIEW

APPENDIX U, IRAN FREE PROCUREMENT CERTIFICATION FORM

CALENDAR OF EVENTS

The Commonwealth will make every effort to adhere to the following schedule:

Activity	Responsibility	Date
<p>Deadline to submit Questions and Intent to Respond form via email to RA-OITPurchases@pa.gov.</p> <p>With the subject line: RFP <u>6100039046</u> Questions</p>	Potential Offerors	Friday, January 06, 2017 at 1:00 PM EST
<p>Pre-proposal Conference-</p> <p>Office for Information Technology 1 Technology Park Conference Rooms 1&2 Harrisburg, PA 17110</p>	Issuing Office/Potential Offerors	Thursday, January 5, 2017 at 9:30 AM EST
<p>Answers to Potential Offeror questions posted to the DGS website (http://www.emarketplace.state.pa.us) no later than this date.</p>	Issuing Office	Friday, January 20, 2017
<p>Please monitor website for all communications regarding the RFP.</p>	Potential Offerors	Ongoing
<p>Sealed proposal must be received by the Issuing Office at: Bureau of IT Procurement c/o Commonwealth Mail Processing Center 2 Technology Park (rear) Attn: IT Procurement, 506 Finance Harrisburg, PA 17110 Attn: Raymond Jaime</p> <p>Proposals must be time and date stamped by the facility receiving the proposal. Proposals may only be hand-delivered between 6:15 a.m. and 2:15 p.m., Monday through Friday, excluding Commonwealth holidays.</p>	Offerors	Thursday , February 16, 2017 at 1:00 PM EST

PART I

GENERAL INFORMATION

I-1. Purpose. This request for proposals (RFP) provides to those interested in submitting proposals for the subject procurement (“Offerors”) sufficient information to enable them to prepare and submit proposals for the **Office of Administration**’s consideration on behalf of the Commonwealth of Pennsylvania (“Commonwealth”) to satisfy a need for **Information Technology Hardware** (“Project”).

I-2. Issuing Office. The **Office of Administration** (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be Raymond Jaime (RA-OITPurchases@state.pa.us), 613 North St., Finance Building – Rm. 506, Harrisburg, PA 17120, the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer.

I-3. Scope. This RFP contains instructions governing the requested proposals, including the requirements for the information and material to be included; a description of the service to be provided; requirements which Offerors must meet to be eligible for consideration; general evaluation criteria; and other requirements specific to this RFP.

I-4. Problem Statement. The Commonwealth is looking for technology providers to meet its IT Hardware needs. Specifically, the Commonwealth is seeking to fulfill its needs in the following IT Hardware sub-categories and has provided historical annual expenditures for each:

- Lot 1 – Desktops, Laptops, and Ultra-Portable Laptops - \$8.5M
- Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops - \$1.7M
- Lot 3 – General IT Peripherals - \$16M
- Lot 4 – Apple Devices - \$300K
- Lot 5 – Server Hardware \$13M
- Lot 6 – Storage Hardware - \$9M

Additional detail is provided in **Part IV** of this RFP.

I-5. Type of Contract. It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in **Appendix A**. The Issuing Office, in its sole discretion, may undertake negotiations with Offerors whose proposals, in the judgment of the Issuing Office, show them to be qualified, responsible and capable of performing the Project.

I-6. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

I-7. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

I-8. Pre-proposal Conference. The Issuing Office will hold a Pre-proposal conference as specified in the Calendar of Events. The purpose of this conference is to provide opportunity for clarification of the RFP. Offerors should forward all questions to the Issuing Office in accordance with **Part I, Section I-9** to ensure adequate time for analysis before the Issuing Office provides an answer. Offerors may also ask questions at the conference. In view of the limited facilities available for the conference, Offerors should limit their representation to **two (2)** individuals per Offeror. The Pre-proposal conference is for information only. Any answers furnished during the conference will not be official until they have been verified, in writing, by the Issuing Office. All questions and written answers will be posted on the Department of General Services' (DGS) website as an addendum to, and shall become part of, this RFP. Attendance at the Pre-proposal Conference is not mandatory.

I-9. Questions & Answers, Intent to Respond. If an Offeror has any questions regarding this RFP, the Offeror must submit the questions by completing **Appendix O, Question Submittal Template**, and submit to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Questions"**) **no later than** the date indicated on the Calendar of Events. The Offeror shall not attempt to contact the Issuing Officer by any other means. The Issuing Officer shall post the answers to the questions on the DGS website by the date stated on the Calendar of Events. An Offeror who submits a question *after* the deadline date for receipt of questions indicated on the Calendar of Events assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Offeror to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions indicated on the Calendar of Events, the Issuing Officer *may* respond to questions of an administrative nature by directing the questioning Offeror to specific provisions in the RFP. To the extent that the Issuing Office decides to respond to a non-administrative question *after* the deadline date for receipt of questions indicated on the Calendar of Events, the answer must be provided to all Offerors through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this RFP in accordance with RFP **Part I, Section I-10**. Each Offeror shall be responsible to monitor the DGS website for new or revised RFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the RFP or formally issued as an addendum by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or of the solicitation.

If an Offeror intends to respond to this RFP, the Offeror should submit **Appendix P, Intent to Respond**, to the email address indicated in the Calendar of Events (**with the subject line "RFP 6100039046 Intent to Respond"**) **no later than** the date indicated on the Calendar of Events. Submission of this form is **optional**, not mandatory.

I-10. Addenda to the RFP. If the Issuing Office deems it necessary to revise any part of this RFP before the proposal response date, the Issuing Office will post an addendum to the DGS website at <http://www.emarketplace.state.pa.us>. It is the Offeror's responsibility to periodically check the website for any new information or addenda to the RFP. Answers to the questions asked

during the Questions & Answers period also will be posted to the website as an addendum to the RFP.

I-11. Response Date. To be considered for selection, hard copies of proposals must arrive at the Issuing Office on or before the time and date specified in the RFP Calendar of Events. The Issuing Office will **not** accept proposals via email or facsimile transmission. Offerors who send proposals by mail or other delivery service should allow sufficient delivery time to ensure timely receipt of their proposals. If, due to inclement weather, natural disaster, or any other cause, the Commonwealth office location to which proposals are to be returned is closed on the proposal response date, the deadline for submission will be automatically extended until the next Commonwealth business day on which the office is open, unless the Issuing Office otherwise notifies Offerors by posting an Addendum to the RFP. The hour for submission of proposals shall remain the same. The Issuing Office will reject, unopened, any late proposals.

I-12. Proposals.

- A. To be considered, Offerors should submit a complete response to this RFP to the Issuing Office, using the format provided in **Part II**, providing:
- (1) **One (1) paper copy** of the Offeror's **Proposal Cover Sheet (Appendix D)** (Technical Submittal envelope)
 - (2) **Eight (8) paper copies** of the Offeror's **Technical Submittal Response Template (Appendix H)** (Technical Submittal envelope)
 - Complete **Appendix H, Technical Proposal Response Template**, populating the response sections for each Lot on which the Offeror is proposing (Technical Submittal envelope);
 - (3) **One (1) electronic copy** of the Offeror's **Cost Submittal Response Template (Appendix C)** (Cost Submittal envelope. Provide on either a flash drive or CD-ROM. Do not submit a paper copy.)
 - Complete the response sections for each Lot on which the Offeror is proposing
 - (4) **Two (2) paper copies** of each **Small Diverse Business (SDB) and Small Business (SB) Participation Submittal (Appendix Q)** and **associated Letters of Intent (Appendix G)**. (SDB/SB Submittal envelope)
 - Provide a separate **SDB/SB Participation Submittal Form (Appendix Q)** and **Small Diverse and Small Business Letters of Intent (Appendix G)** package for each Lot on which the Offeror is proposing (e.g. if proposing on all **six (6)** Lots, provide **six (6)** SDB/SB packages, providing **two (2)** paper copies of each) (SDB/SB Submittal envelope);
 - (5) **COSTARS Program Election Form (Appendix F)**, if applicable (**one (1) paper copy** for each Lot on which Offeror is proposing) (Technical Submittal envelope);
 - (6) **One (1) paper copy** of the Offeror's Small Business or Small Diverse Business certification, if applicable. Please refer to **Part I, Section I-13, Small Diverse Business/Small Business Information** for more information (SDB/SB Submittal envelope);

- (7) **One (1) paper copy** of the Offeror's **Domestic Workforce Utilization Certification (Appendix B)**, if applicable (Technical Submittal envelope);
- (8) **One (1) paper copy** of the Offeror's **Iran Free Procurement Certification Form (Appendix U)** (Technical Submittal envelope);
- (9) **One (1) paper copy** of the Offeror's **Lobbying Certification and Disclosure of Lobbying Activities** forms (**Appendix I**), if applicable (Technical Submittal envelope); and
- (10) **One (1) paper copy** of the Offeror's **Manufacturer Authorization Letter(s)**, if applicable, for each Original Equipment Manufacturer (OEM) the Offeror is proposing, unless the Offeror is the OEM (Technical Submittal envelope).

Offerors are welcome to propose on the Lot(s) of their choice. Offerors are not required to propose on all Lots.

- B. In addition to the paper copies of the proposal, Offerors shall submit **two (2) complete and exact** copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the paper copy and any spreadsheets must be in Microsoft Excel. The Offeror must also submit **one (1) electronic copy of a redacted version** of each submittal making up the entire proposal, if redactions are necessary per **Part I, Section I-18 C, Public Disclosure**. The redacted version should be clearly labeled as such in a separate folder on the CD or Flash drive. The Offerors may not lock or protect any cells or tabs. **Offerors should ensure that there is no costing information in the technical submittal.** The CD or Flash drive should clearly identify the Offeror and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted.
- C. The Offeror shall make no other distribution of its proposal to any other Offeror or Commonwealth official or Commonwealth consultant. Each proposal page should be numbered for ease of reference. An official authorized to bind the Offeror to its provisions must sign the proposal. If the official signs the **Proposal Cover Sheet (Appendix D)** to this RFP) and the Proposal Cover Sheet is attached to the Offeror's proposal, the requirement will be met. For this RFP, the proposal must remain valid until a contract is fully executed. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.
- D. Each Offeror submitting a proposal specifically waives any right to withdraw or modify it, except that the Offeror may withdraw its proposal by written notice received at the Issuing Office's address for proposal delivery prior to the exact hour and date specified for proposal receipt. An Offeror or its authorized representative may withdraw its proposal in person prior to the exact hour and date set for proposal

receipt, provided the withdrawing person provides appropriate identification and signs a receipt for the proposal. An Offeror may modify its submitted proposal prior to the exact hour and date set for proposal receipt only by submitting a new sealed proposal or sealed modification which complies with the RFP requirements.

I-13. Small Diverse Business/Small Business Information. The Issuing Office encourages participation by Small Diverse Businesses and Small Businesses as prime contractors, and encourages all prime contractors to make a significant commitment to use Small Diverse Businesses and Small Businesses as subcontractors and suppliers.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For credit in the RFP scoring process, a Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, Disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For credit in the RFP scoring process, a Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

An Offeror that qualifies as a Small Diverse Business or a Small Business and submits a proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Offerors.

A Small Diverse Business or Small Business may be included as a subcontractor with as many prime contractors as it chooses in separate proposals.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

I-14. Economy of Preparation. Offerors should prepare proposals simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of the RFP.

I-15. Alternate Proposals. The Issuing Office will not accept alternate proposals.

I-16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and Offeror responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

I-17. Prime Contractor Responsibilities. The contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. The Issuing Office will consider the selected Offeror to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents.

- A. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Offerors' submissions in order to evaluate proposals submitted in response to this RFP. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below and must

additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

- B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright and/or trademark designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101—67.3104. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to **Appendix N, Trade Secret/Confidential Proprietary Information Notice**, of the RFP for a form that may be utilized as the signed written statement, if applicable. If financial capability information is submitted in response to Part II of this RFP such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

I-19. Best and Final Offers.

- A. While not required, the Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining “best and final offers.” To obtain best and final offers from Offerors, the Issuing Office may do one or more of the following, in any combination and order:
 - (1) Schedule oral presentations;
 - (2) Request revised proposals;
 - (3) Conduct a reverse online auction; and
 - (4) Enter into pre-selection negotiations.
- B. The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer:

- (1) Those Offerors, which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive.
- (2) Those Offerors, which the Issuing Office has determined in accordance with **Part III, Section III-5**, from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract.
- (3) Those Offerors whose score for their technical submittal of the proposal is less than 70% of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible offerors which the Issuing Office has, within its discretion, determined to be within the top competitive range of responsive proposals.

- C. The Evaluation Criteria found in **Part III, Section III-4**, shall also be used to evaluate the Best and Final offers.
- D. Price reductions offered through any reverse online auction shall have no effect upon the Offeror's Technical Submittal.
- E. Any reduction to commitments to Small Diverse Businesses and Small Businesses must be proportional to the reduction in the total price offered through any BAFO process or contract negotiations unless approved by BDISBO.

I-20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

I-21. Restriction of Contact. From the issue date of this RFP until the Issuing Office selects a proposal for award, the Issuing Officer is the sole point of contact concerning this RFP. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. If the Issuing Office later discovers that the Offeror has engaged in any violations of this condition, the Issuing Office may reject the offending Offeror's proposal or rescind its contract award. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror personnel may be disqualified.

I-22. Term of Contract. The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will **last three (3) years**. The Commonwealth may renew any of the contracts for up to two (2) additional years. The Issuing Office will fix the Effective Date after the respective contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The

selected Offerors shall not begin to perform or incur any expenses under their respective contract until (1) the contract Effective Date has occurred; and (2) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-23. Offeror's Representations and Authorizations. By submitting its proposal, each Offeror understands, represents, and acknowledges that:

- A. All of the Offeror's information and representations in the proposal are true, correct, material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- B. The Offeror has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Offeror or potential offeror.
- C. The Offeror has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Offeror or potential offeror for this RFP, and the Offeror shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- D. The Offeror has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- E. The Offeror makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- F. To the best knowledge of the person signing the proposal for the Offeror, the Offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any Local, State or Federal governmental agency and have not in the last **four (4)** years been convicted or found liable for any act prohibited by Local, State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Offeror has disclosed in its proposal.
- G. To the best of the knowledge of the person signing the proposal for the Offeror and except as the Offeror has otherwise disclosed in its proposal, the Offeror has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Offeror that is owed to the Commonwealth.

- H. The Offeror is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Offeror cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- I. The Offeror has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services described in its proposal or the specifications for the services described in the proposal. (See *Pennsylvania State Adverse Interest Act*, 71 P. S. §§ 776.1—776.9)
- J. Each Offeror, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Offeror's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- K. Until the selected Offeror receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity. The selected Offeror shall not begin to perform or incur any expenses under the contract until (1) the contract Effective Date has arrived; (2) it has received a copy of the fully executed contract; and 3) it has received a purchase order or other written notice to proceed signed by the Contracting Officer.

I-24. Notification of Selection.

- A. **Contract Negotiations.** The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office.
- B. **Award.** Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

I-25. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest (See **Part I, Section I-26** of this RFP).

I-26. RFP Protest Procedure.

- A. **Who May File a Protest.** An Offeror or Prospective Offeror which is aggrieved in connection with the RFP or award of the contract may file a protest. An Offeror is an entity which submits a proposal in response to an RFP. A Prospective Offeror is an entity which has not submitted a proposal in response to the RFP. No protest

may be filed if the RFP is cancelled or if all proposals received in response to the RFP are rejected.

B. Place for Filing. A protest must be filed with the Agency Head Designee by either email or hardcopy.

- (1) A protest filed by email should be submitted to RA-oitprotests@pa.gov, with a subject line including the solicitation number, **6100039046**, for which the action is being filed.
- (2) A protest filed by hardcopy should be submitted to the attention of the Agency Head Designee at the following address:

V. Reid Walsh
Chief of Staff to the Secretary of Administration
207 Finance Building
613 North Street
Harrisburg, PA 17120

C. Time for Filing.

- (1) A Prospective Offeror that is considering filing a proposal must file the protest **prior** to the proposal submission deadline specified in the RFP.
- (2) A protest filed by an Offeror that submits a proposal must be filed within **seven (7) days** after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than **seven (7) days** after the date the notice of award of the contract is posted on the DGS website.
- (3) The date of filing the protest is the date the Agency Head Designee receives the protest.
- (4) For purposes of this RFP, to be timely, a protest must be received by 4:00 p.m. Eastern Time of the seventh day.
- (5) Commonwealth agencies are required by law (Section 1711.1 of the [Commonwealth Procurement Code](#), 62 Pa. C. S. § 1711.1) to disregard any protest received beyond the deadlines established in this **Part I, Section I-26**.

D. Contents of Protest.

- (1) A protest must be in writing. Hard copy in paper and electronic copy via email are acceptable.

- (2) A protest shall state all grounds upon which the protesting party asserts that the RFP or contract award was improper.
- (3) The protesting party may submit with the protest any documents or information it deems relevant.

E. Notice of Protest.

- (1) The Agency Head Designee will notify the successful Offeror of the protest if contractor selection has already been made.
- (2) If the Agency Head Designee receives the protest before selection, and he or she determines that substantial issues are raised by the protest, the Agency Head Designee will, in the sole discretion of the Agency Head Designee, notify all Offerors which appear to have a substantial and reasonable prospect of selection, as determined by the Agency Head, that a protest has been filed.

F. Stay of Procurement.

- (1) The Agency Head designee will promptly decide upon receipt of a timely protest whether or not the award of a contract shall be delayed, or if the protest is timely received after the award, whether the performance of the contract should be suspended.
- (2) The Issuing Office shall not proceed further with the RFP unless the Agency Head Designee makes a written determination that the protest is clearly without merit or that award of the contract without delay is necessary to protect the substantial interests of the Commonwealth.

G. Response and Reply.

- (1) Within **fifteen (15) days** of receipt of the protest, a response to the protest may be submitted to the Agency Head Designee. The protesting party must be copied on the response.
- (2) The protesting party may file a reply to the response within ten days of the date of the response.

H. Procedures.

- (1) The Agency Head Designee shall review the protest and any response and reply.

- (2) The Agency Head Designee may request and review such additional documents or information he deems necessary to render a decision and may, at his sole discretion, conduct a hearing.
- (3) The Agency Head Designee shall provide to the protesting party and the contracting officer a reasonable opportunity to review and address any additional documents or information deemed necessary by the Agency Head Designee to render a decision.

I. Determination.

The Agency Head Designee shall promptly, but in no event later than **60 days** from the filing of the protest unless both parties agree to an extension, issue a written determination. The determination shall:

- (1) State the reason for the decision, and
- (2) If the determination is a denial of the protest, inform the protesting party of its right to file an action in the Commonwealth Court within **fifteen (15) days** of the determination mailing date.
- (3) The Agency Head Designee shall send a copy of the determination to the protesting party and any other person determined by the Agency Head Designee in his sole discretion to be affected by the determination.

I-27. Use of Electronic Versions of this RFP. This RFP is being made available by electronic means. If an Offeror electronically accepts the RFP, the Offeror acknowledges and accepts full responsibility to ensure that no changes are made to the RFP. In the event of a conflict between a version of the RFP in the Offeror's possession and the Issuing Office's version of the RFP, the Issuing Office's version shall govern.

I-28. Information Technology Policies.

This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology (OA-OIT). ITPs may be found at <http://www.oa.pa.gov/Policies/Pages/itp.aspx>.

All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable to the procurement. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITPs.

I-29. COSTARS PROGRAM.

COSTARS Purchasers. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902 (“Section 1902”), authorizes local public procurement units and state-affiliated entities (together, “COSTARS Members”) to participate in Commonwealth procurement contracts that the Department of General Services (“DGS”) may choose to make available to COSTARS Members. DGS has identified this Contract as one which will be made available for COSTARS Members’ participation.

A. Only those entities registered with DGS are authorized to participate as COSTARS Members in this Contract. A COSTARS Member may be either a local public procurement unit or a state-affiliated entity.

(1) **A “local public procurement unit” is:**

- (i) Any political subdivision (local government unit), such as a municipality, school district, or commission;
- (ii) Any public authority (including authorities formed under the Municipality Authorities Act of 1955 or other authorizing legislation, such as the Public Transportation Law or the Aviation Code);
- (iii) Any tax-exempt, nonprofit educational institution or organization;
- (iv) Any tax-exempt, nonprofit public health institution or organization;
- (v) Any nonprofit fire, rescue, or ambulance company; and
- (vi) Any other entity that spends public funds for the procurement of supplies, services, and construction (such as a council of governments, an area government, or an organization that receives public grant funds).

The Department reserves the right to review and determine eligible applicants as Local Public Procurement Units on a case-by-case basis.

(2) **A state-affiliated entity is a Commonwealth authority or other Commonwealth entity that is not a Commonwealth agency. The term includes:**

- (i) The Pennsylvania Turnpike Commission;
- (ii) The Pennsylvania Housing Finance Agency;
- (iii) The Pennsylvania Municipal Retirement System;
- (iv) The Pennsylvania Infrastructure Investment Authority;
- (v) The State Public School Building Authority;
- (vi) The Pennsylvania Higher Education Facilities Authority, and
- (vii) The State System of Higher Education.

The term does not include any court or other officer or agency of the unified judicial system, the General Assembly and its officers and agencies, any

State-related institution, or any Commonwealth executive or independent agencies, boards, or commissions not listed above. Statewide "row" offices, including the Auditor General, Attorney General, and State Treasurer **are not** State-affiliated entities under the [Commonwealth Procurement Code](#). However, elements of the court system, the General Assembly, and independent agencies, boards or commissions have been deemed eligible for COSTARS membership as entities that spend public funds for the procurement of supplies, services and construction.

(3) A complete list of local public procurement units and state-affiliated entities that have registered with DGS and that are authorized to procure items from the Contract can be found at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>

- B. COSTARS Members have the option to purchase from this Contract, from any DGS contract established exclusively for COSTARS Members in accordance with the requirements of Section 1902, from any other cooperative procurement contracts, or from their own procurement contracts established in accordance with the applicable laws governing such procurements. The Contractor understands and acknowledges that there is no guarantee that a COSTARS Member will place an order under this Contract, and that the decision to procure from this Contract is within the sole discretion of each COSTARS Member.
- C. DGS is acting as a facilitator for COSTARS Members who may wish to purchase under this Contract. COSTARS Members that participate in this Contract and issue purchase orders (“POs”) to Contractors are third party beneficiaries who have the right to sue and be sued for breach of this Contract without joining the Commonwealth or DGS as a party. The Commonwealth will not intervene in any action between a Contractor and a COSTARS Member unless substantial interests of the Commonwealth are involved.
- D. COSTARS Members electing to participate in this Contract will order items directly from the Contractor and be responsible for payment directly to the Contractor.
- E. Those Contractors electing to permit COSTARS Members to procure from this Contract shall pay the Required Administrative Fee applicable to the Contractor’s classification:

Contractor Classification	Old Administrative Fee	New Administrative Fee
DGS Self-Certified Small Business	\$500	\$500
DGS Verified Small Diverse Business	\$500	\$166
All Other Offerors	\$1,500	\$1,500

- (1) Each Offeror electing to permit COSTARS Members to participate in the Contract must submit the COSTARS Program Election to Participate form (**Appendix F**) with its proposal submittal and pay the applicable Administrative Fee upon Contract award in order to sell the awarded items/services to COSTARS Members. If the Offeror is a Department of General Services-Certified Small Business or Department of General Services-verified Small Diverse Business, a copy of its active Small Business Contracting Program certificate must be included with the proposal submittal.
 - (2) At the beginning of each Contract year and upon any Contract renewal, the Contractor shall submit a check for the required amount, payable to “Commonwealth of PA.” The Contractor must pay the Administrative Fee at each contract renewal date to continue to sell the awarded items/services to COSTARS Members.
- F. DGS has registered the COSTARS name and logo (together, the “COSTARS Brand”) as a trademark with the Pennsylvania Department of State. Therefore, the Contractor may use the COSTARS Brand only as permitted under this Subsection.
- (1) The Contractor shall pay the Administrative Fee covering its participation in the program, including without limitation any use of the COSTARS Brand, for each year of the Contract period. The fee is payable upon Contract award and prior to the renewal date for each succeeding Contract period.
 - (2) DGS grants the Contractor a nonexclusive license to use the COSTARS Brand, subject to the following conditions:
 - (i) The Contractor agrees not to transfer to any third party, including without limitation any of its subcontractors or suppliers, any privileges it may have to use the COSTARS Brand under this Contract.
 - (ii) The Contractor agrees not to use the COSTARS Brand to represent or imply any Commonwealth endorsement or approval of its products or services.
 - (iii) The Contractor is permitted to use the COSTARS Brand in broadcast, or Internet media solely in connection with this Contract and any other Contract with the Commonwealth under which it has agreed to make sales to COSTARS Purchasers. The Contractor may use the COSTARS Brand on business cards, brochures, and other print publications so long as the purpose is to identify the Contractor

as a COSTARS vendor, and only so long as the required Contract fee is kept current.

- (iv) Should this Contract terminate for any reason, the Contractor agrees promptly to remove the COSTARS Brand from any and all print and electronic media and to refrain from using the COSTARS Brand for any purpose whatsoever from the date of Contract termination forward.
- (v) The Contractor agrees to defend, indemnify, and hold harmless the Commonwealth of Pennsylvania and DGS from and against all claims, demands, liabilities, obligations, costs, and expenses of any nature whatsoever arising out of or based upon the Contractor's use of the COSTARS Brand.
- (vi) The Contractor agrees it has no property rights in the use of the COSTARS Brand by virtue of this nonexclusive license. The Contractor expressly waives any claims, including without limitation due process claims that may otherwise be available under the law in the event of any dispute involving these terms of use.

G. The Contractor shall furnish to the DGS COSTARS Program Office a quarterly electronic Contract sales report detailing the previous quarter's Contract purchasing activity, using the form and in the format prescribed by DGS. The Contractor shall submit its completed quarterly report no later than the fifteenth calendar day of the succeeding Contract quarter.

- (1) The Contractor shall submit the reports through the web-based COSTARS Suppliers' Gateway of the PA Supplier Portal at <https://pasupplierportal.state.pa.us/irj/portal/anonymous> Enterprise Applications. If a Contractor does not have access to the Internet, the Contractor shall send the reports, using the form and in the format prescribed by DGS, on compact disc via US Postal Service to the DGS COSTARS Program Office, Bureau of Procurement, 6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101-1914.
- (2) For each PO received, the Contractor shall include on the report the name and address of each COSTARS-Registered Purchaser that has used the Contract along with the sales date, and dollar volume of sales to the specific Purchaser for the reporting period.
- (3) DGS may suspend the Contractor's participation in the COSTARS Program for failure to provide the Quarterly Sales Report within the specified time.

H. Additional information regarding the COSTARS Program is available on the DGS COSTARS Website at:

<http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>.

- (1) If the Contractor is aware of any qualified entity not currently registered and wishing to participate in the COSTARS Program, please refer the potential purchaser to the DGS COSTARS Website at <http://www.dgs.pa.gov/Local%20Government%20and%20Schools/COSTARS/Pages/default.aspx>, where it may register by completing the online registration form and receiving DGS confirmation of its registration. To view a list of currently-registered COSTARS member entities, please visit the COSTARS website.
- (2) Direct all questions concerning the COSTARS Program to:

Department of General Services
COSTARS Program
555 Walnut Street, 6th Floor
Harrisburg, PA 17101
Telephone: 1-866-768-7827
E-mail: GS-PACostars@state.pa.us

I-30. Participating Addendum with an External Procurement Activity. Section 1902 of the [Commonwealth Procurement Code](#), 62 Pa. C.S. § 1902, permits external procurement activities to participate in cooperative purchasing agreements for the procurement of services, supplies or construction.

- A. **Definitions.** The following words and phrases have the meanings set forth in this provision:
 - (1) *External procurement activity:* The term, as defined in 62 Pa. C. S. § 1901, means a “buying organization not located in the Commonwealth [of Pennsylvania] which if located in this Commonwealth would qualify as a public procurement unit [under 62 Pa. C. S. §1901]. An agency of the United States is an external procurement activity.”
 - (2) *Participating addendum:* A bilateral agreement executed by the Contractor and an external procurement activity that clarifies the operation of the Contract for the external procurement activity concerned. The terms and conditions in any participating addendum shall affect only the procurements of the purchasing entities under the jurisdiction of the external procurement activity signing the participating addendum.
 - (3) *Public procurement unit:* The term, as defined in 62 Pa. C. S. § 1901, means a “local public procurement unit or purchasing agency.”

- B. Purchasing agency: The term, as defined in 62 Pa. C. S. § 103, means a “Commonwealth agency authorized by this part or any other law to enter into contracts for itself or as the agent of another Commonwealth agency.”
- C. General. A participating addendum shall incorporate the terms and conditions of the Contract resulting from this RFP. The Contractor shall not be required to enter into any participating addendum.
- D. Additional Terms.
- (1) A participating addendum may include additional terms that are required by the law governing the external procurement activity.
 - (2) A participating addendum may include new, mutually agreed upon terms that clarify ordering procedures specific to a participating external procurement activity.
 - (3) The construction and effect of any participating addendum shall be governed by and construed in accordance with the laws governing the external procurement activity.
 - (4) If an additional term requested by the external procurement activity will result in an increased cost to the Contractor, the Contractor shall adjust its pricing up or down accordingly.
- E. Prices.
- (1) *Price adjustment*. For any costs affecting the percent markup that the Contractor will or will not incur or that differ from costs incurred or not incurred in the fulfillment of this Contract, the Contractor shall adjust its pricing up or down accordingly. These costs may include, but not be limited to:
 - (i) State and local taxes;
 - (ii) Unemployment and workers’ compensation fees;
 - (iii) E-commerce transaction fees; and
 - (iv) Costs associated with additional terms, established pursuant to this **Part I, Section I-30**.
 - (2) The Contractor’s pricing for an external procurement activity shall be firm and fixed for the duration of the initial term of the Contract. After the initial term of the Contract, if the Contract is renewed, the Contractor’s pricing may be adjusted up or down based on market conditions only with the

mutual agreement of both the Contractor and any external procurement activity.

- F. Usage Reports on External Procurement Activities. The Contractor shall furnish to the Contracting Officer an electronic quarterly usage report, preferably in spreadsheet format no later than the **fifteenth (15th)** calendar day of the succeeding calendar quarter. Reports shall be e-mailed to the Contracting Officer for the Contract. Each report shall indicate the name and address of the Contractor, contract number, period covered by the report, the name of the external procurement activity that has used the Contract and the total volume of sales to the external procurement activity for the reporting period.

- G. Electronic Copy of Participating Addendum. The Contractor, upon request of the Contracting Officer, shall submit **one (1)** electronic copy of the participating addendum to the Contracting Officer within **ten (10)** days after request.

PART II

PROPOSAL REQUIREMENTS

Offerors must submit their proposals in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as an appendix to the Proposal. All cost data relating to this proposal and all Small Diverse Business/Small Business cost data should be kept separate from and not included in the Technical Submittal. Offerors must complete **Appendix H, Technical Submittal Response Template, Appendix C, Cost Submittal Response Template**, and a separate SDB submittal for each Lot on which the Offeror is proposing in order to be considered for award. Each Proposal shall consist of the following **three** separately sealed submittals:

- A. Technical Submittal: Utilizing **Appendix H, Technical Submittal Response Template**, Offerors shall respond to all the questions within the template specific to each Lot on which the Offerors are proposing, and address in detail how the Offerors will carry out the activities outlined within **Part IV, Work Statement**.
- B. SDB/SB Participation Submittal form(s): Offerors shall respond to RFP **Part II, Section II-2** by providing **one (1)** submittal form and associated Letters of Intent for each Lot on which the Offerors intend to propose; and
- C. Cost Submittal: Utilizing the **template provided in Appendix C, Cost Submittal Response Template**, Offerors shall respond to RFP **Part II, Section II-3**, completing the appropriate sections for each Lot on which the Offerors are proposing.

The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data. The Issuing Office reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Offeror fails to satisfy the Issuing Office that such Offeror is properly qualified to carry out the obligations of the RFP and to complete the Project as specified.

II-1. Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices. The Offeror will identify in its Technical Submittal which, if any, of the terms and conditions contained in **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**, it would like to negotiate and what additional terms and conditions the Offeror would like to add to any of these appendices. The

Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the **Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, Appendix K, Service Level Agreements and Appendix E, Software License Requirements Agreement Template**. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for **Appendix A, Appendix K or Appendix E**. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in **Appendix A, Appendix K, and Appendix E**. **The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.**

II-2. Small Diverse Business and Small Business Participation Submittal. All Offerors are required to submit two (2) copies of **Appendix Q, Small Diverse Business and Small Business Participation Submittal and related Letter(s) of Intent (Appendix G)** for each Lot on which an Offeror intends to propose. Each Lot's submittal must be sealed in its own envelope, separate from the remainder of the proposal and labeled by Lot. Information must be provided on **Appendix Q, Small Diverse Business and Small Business Participation Submittal** form, with information as follows:

- A. Offerors must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Offerors must include a numerical percentage which represents the total percentage of the actual spend by lot for the base term of the contract that the Offeror commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Offerors must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the **Small Diverse Business and Small Business Participation Submittal** (attached as **Appendix Q**).
- D. Offerors must include a Letter of Intent (attached as **Appendix G** is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Offeror and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the **Small Diverse Business and Small Business Participation Submittal** form (attached as **Appendix Q**). At minimum, the Letter of Intent must include the following:

- (1) The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business (Offerors may use the historical data to establish an estimated dollar value);
- (2) A description of the services or supplies the Small Diverse Business or Small Business will provide;
- (3) The timeframe during the initial contract term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies;
- (4) The name and telephone number of the Offeror's point of contact for Small Diverse Business and Small Business participation; and
- (5) The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.

E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Offeror.

NOTE: Offerors will not receive credit for any commitments for which information as above is not included in the Small Diverse Business and Small Business Participation Submittal. Offerors will not receive credit for stating that after the Contract is awarded they will find a Small Diverse or Small Business.

NOTE: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of Small Diverse Business and/or Small Business Status or entitle an Offeror to receive credit for Small Diverse Business or Small Business participation.

II-3. Cost Submittal. The information requested in this **Part II, Section II-3**, shall constitute the Cost Submittal. The Cost Submittal shall be placed in a separate sealed envelope within the sealed proposal, separated from the technical submittal. The Cost Submittal shall be provided using the Excel-based **Cost Submittal Response Template** provided as **Appendix C** to this RFP. Please carefully review all tabs within the Excel workbook. Offerors should **not** include any assumptions in their cost submittals. If the Offeror includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Offerors should direct in writing to the Issuing Office pursuant to **Part I, Section I-9**, of this RFP any questions about whether a cost or other component is included or applies. All Offerors will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

The Issuing Office will reimburse the selected Offeror for work satisfactorily performed after execution of a written contract and the start of the contract term, in accordance with contract requirements, and only after the Issuing Office has issued a notice to proceed.

II-4. Domestic Workforce Utilization Certification. Complete and sign the **Domestic Workforce Utilization Certification** contained in **Appendix B** of this RFP, if applicable. Offerors who seek consideration for this criterion (as described in **Part III, Section III-4.D**) must submit in hardcopy the signed **Domestic Workforce Utilization Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

II-5. COSTARS Program Election to Participate. Offerors electing to permit COSTARS members to participate in this Contract should complete and sign the **COSTARS Program Election** form contained in **Appendix F** of this RFP. If the Offeror is asserting that it is a Department of General Services Certified Small Business, also provide an active Department of General Services Small Business Certification. Submit the form and the certification, as applicable, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template** only if the Offeror elects to participate in the program.

II-6. Lobbying Certification and Disclosure of Lobbying Activities. This Project will be funded, in whole or in part, with federal monies. Public Law 101-121, Section 319, prohibits federal funds from being expended by the recipient or by any lower tier sub-recipients of a federal contract, grant, loan, or a cooperative agreement to pay any person for influencing, or attempting to influence a federal agency or Congress in connection with the awarding of any federal contract, the making of any federal grant or loan, or entering into any cooperative agreement. All parties who submit proposals in response to this RFP must sign the **Lobbying Certification Form** attached as **Appendix I** and, if applicable, complete the **Disclosure of Lobbying Activities form** also included in **Appendix I** as per Commonwealth Management Directive 305.16 Amended, [Lobbying Certification and Disclosure](http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf) and available at: <http://www.whitehouse.gov/omb/assets/omb/grants/sfillin.pdf>.

II-7. Manufacturer Authorization Letter. If an Offeror is proposing as an Authorized Reseller, they must submit a Manufacturer Authorization Letter which clearly states the Offeror is authorized to provide the OEM's equipment to the Commonwealth for this RFP. The Manufacturer Authorization Letter must reference Commonwealth RFP 6100039046 for Information Technology Hardware. An Offeror must submit a Manufacturer Authorization Letter for each OEM which the Offeror is proposing, unless the Offeror is the OEM.

II-8. Iran Free Procurement Certification and Disclosure. Complete and sign the Domestic Workforce Utilization Certification contained in **Appendix U** of this RFP. Offerors, pursuant to **Part III, Section III-4.E**) must submit in hardcopy the signed **Iran Free Procurement Certification Form** in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal must be:

- A. Timely received from an Offeror;
- B. Properly signed by the Offeror.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in **Section III-1** above (A-B) are the only RFP requirements that the Commonwealth will consider to be *non-waivable*. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal.

III-3. Evaluation. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. Independent of the committee, BDISBO will evaluate the Small Diverse Business and Small Business Participation Submittal and provide the Issuing Office with a score for each proposal. The Issuing Office will notify in writing of its selection for negotiation the responsible Offerors whose proposals are determined to be the most advantageous to the Commonwealth as determined by the Issuing Office after taking into consideration all of the evaluation factors.

III-4. Evaluation Criteria. The following criteria will be used in evaluating each proposal:

- A. **Technical:** The Issuing Office has established the weight for the Technical criterion for this RFP as **40%** of the total points for each Lot. Evaluation will be based upon the following: **Understanding of the Products and Services Required, Proposal Summary, Product Descriptions, References, Past Public Sector Experience, Reporting, Staffing, Implementation Plan, Coverage (Lot Applicable), Just-In-Time Purchasing (Lot Applicable), Inventory/Asset Management (Lot Applicable), Emerging Technology, Asset Flexibility (Lot Applicable), Supply Chain Management/Managed Logistics (Lot Applicable), Punch-out Site (Lot Applicable), Service Integration (Lot Applicable), Information Technology Policies (ITP), Self-Cleansing (Lot Applicable), Continuous Improvement, Accessibility Plan, Required Contract Services Plan (Lot Applicable), and Consumption Based Pricing Model (Lot Applicable)** . Each Lot will be evaluated separately and awarded its own individual technical score. The final Technical scores for each Lot are determined by giving the maximum number of technical points available to the proposal with the highest raw technical score for that Lot. The remaining proposals for that Lot are rated by applying the Technical Scoring Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

- B. **Cost:** The Issuing Office has established the weight for the Cost criterion for this RFP as **40%** of the total points. Each Lot will be evaluated separately and awarded its own individual cost score. For each Lot, the cost criterion is rated by giving the proposal with the lowest total cost for that Lot the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

C. **Small Diverse Business Participation:**

BDISBO has established the weight for the Small Diverse Business (SDB) and Small Business (SB) participation criterion for this RFP as **20%** of the total points.

1. The Small Diverse and Small Business point allocation is based entirely on the percentage of the actual contract spend committed to Small Diverse Businesses and Small Businesses.
2. A total combined SDB/SB commitment less than **one percent (1%)** of the actual contract spend is considered de minimis and will receive no Small Diverse Business or Small Business points.
3. **Two-thirds (2/3)** of the total points are allocated to Small Diverse Business participation (SDB%).
4. **One third (1/3)** of the total points is allocated to Small Business participation (SB%).
5. Based on a maximum total of **200** available points for the Small Diverse Business and Small Business Participation Submittal, the scoring mechanism is as follows:

Small Diverse Business and Small Business Raw Score =

$$200 (SDB\% + (1/3 * SB \%))$$

6. Each Offeror's raw score will be pro-rated against the Highest Offeror's raw score by applying the formula set forth on the following webpage:
http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx

7. The Offeror's prior performance in meeting its contractual obligations to Small Diverse Businesses and Small Businesses will be considered by BDISBO during the scoring process. To the extent the Offeror has failed to meet prior contractual commitments, BDISBO may recommend to the Issuing Office that the Offeror be determined non-responsible for the limited purpose of eligibility to receive Small Diverse Business and Small Business points.
- D. **Domestic Workforce Utilization:** Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available for this criterion is **3%** of the total points for this RFP.

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. See the following webpage for the Domestic Workforce Utilization Formula:

http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx.

Offerors who seek consideration for this criterion must submit in hardcopy the signed **Appendix B, Domestic Workforce Utilization Certification Form**, in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**. The certification will be included as a contractual obligation when the Contract is executed.

- E. **Iran Free Procurement Certification and Disclosure.** Prior to entering a contract worth at least \$1,000,000 or more with a Commonwealth entity, an offeror must: **a) certify it is not on the current list of persons engaged in investment activities in Iran** created by the Pennsylvania Department of General Services ("DGS") pursuant to Section 3503 of the [Commonwealth Procurement Code](#) and is eligible to contract with the Commonwealth under Sections 3501—3506 of the [Commonwealth Procurement Code](#); or **b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).** All offerors must complete and return the Iran Free Procurement Certification form, (**Appendix U, Iran Free Procurement Certification Form**), which is attached hereto and made part of this RFP. The completed and signed Iran Free Procurement Certification form must be submitted in the same sealed envelope with the completed **Appendix H, Technical Submittal Response Template**.

See the following web page for current Iran Free Procurement list:

<http://www.dgs.pa.gov/businesses/materials%20and%20services%20procurement/procurement-resources/pages/default.aspx#>

III-5. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the Contract.

In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

- A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the **available technical points**; and
- B. The Offeror's financial information must demonstrate that the Offeror possesses the financial capability to assure good faith performance of the Contract. The Issuing Office will review the Offeror's previous three financial statements, any additional information received from the Offeror, and any other publicly-available financial information concerning the Offeror, and assess each Offeror's financial capacity based on calculating and analyzing various financial ratios, and comparison with industry standards and trends.

Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of Commonwealth Management Directive 215.9, [*Contractor Responsibility Program*](#).

III-6. Final Ranking and Award.

- A. After any best and final offer process conducted, the Issuing Office will combine the evaluation committee's final technical scores, BDISBO's final Small Diverse Business and Small Business participation scores, the final cost scores, and (when applicable) the domestic workforce utilization scores, in accordance with the relative weights assigned to these areas as set forth in this Part. This will be done separately for each Lot.
- B. The Issuing Office will rank responsible offerors according to the total overall score assigned to each, in descending order. This will be done separately for each Lot.
- C. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals, at any time prior to the time a contract is fully executed, when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

PART IV

WORK STATEMENT

IV-1. Objectives.

The Commonwealth of Pennsylvania is seeking information technology hardware providers to meet its technology needs while helping to contain costs.

IV-2. Nature and Scope of the Project. The Commonwealth is looking for Offerors to provide hardware as well as associated installation, asset management, service integration, and support services. The RFP has been broken down into the following Lots, and historical annual spend by product sub-category has been provided for reference purposes. Further, the Commonwealth has outlined below the award approach for each Lot. Note that the award approach varies by Lot.

- A. **Lot 1—Desktops (\$4 M), Laptops (\$2 M), and Ultra-Portable Laptops (\$2.5 M).** The foundation of the Commonwealth’s employee productivity devices, Microsoft Windows-based PCs are a critical piece of the hardware infrastructure. The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award this entire Lot to a single Offeror.**
 - (2) **Each Offeror shall propose a single OEM for this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.
- B. **Lot 2—Tablets (\$500 K), Rugged Devices (\$1 M) and Non-Traditional Desktops (\$150 K).** The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:
- (1) **The Commonwealth will award to all responsive and responsible Offerors.**
 - (2) **Each Offeror shall propose no more than a single OEM per sub-category within this Lot.**
 - (3) The Commonwealth has defined standard configurations and services for each of these types of hardware. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (4) All hard drives are to be considered the property of the Commonwealth. All pricing, including leasing, should reflect the Commonwealth keeping the hard drive.

C. **Lot 3—General IT Peripherals** (\$16M historical annual spend). IT Peripherals are key to the Commonwealth meeting its ongoing IT operating needs.

- (1) **The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option.** Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the Contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier.
- (2) Key Peripherals sub-categories include, but are not limited to:
 - (i) POS Scanners.
 - (ii) Communications.
 - (iii) Printing.
 - Small Multi-Functional Devices will be restricted to a pre-defined list of specifications. Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.
 - (iv) Backup Power.
 - (v) Surveillance.
 - (vi) ID Scanners.
 - (vii) Video Conferencing.
 - (viii) Fleet Tracking.
- (3) Please refer to the **Appendix C, Cost Submittal Response Template**, for a list of high-usage items and high-usage manufacturers.

D. **Lot 4—Apple Devices** (\$300K in historical annual spend). The Commonwealth currently envisions a slow but steady transition to a more mobile workforce over the next few years, so its device mix will change over time. Please note the following:

- (1) **The Commonwealth will award this entire Lot to a single offeror.**
- (2) Please refer to **Appendix C, Cost Submittal Response Template**, for detailed specifications.

E. **Lot 5—Server Hardware** (\$13M in historical annual spend). Servers are the backbone of the Commonwealth’s hardware operating environment.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 5.**
- (2) **Each Offeror shall propose a single OEM for this Lot.**

- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” A waiver from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror of the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
 - (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

F. **Lot 6—Storage Hardware** (\$9M in historical annual spend). IT storage is used to store the constantly growing amounts of data generated by the Commonwealth’s operations. This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions.

- (1) **The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the “Best Value OEM” for Lot 6.**
- (2) Each Offeror shall propose a single OEM for this Lot.
- (3) The Commonwealth will also award **one (1)** contract per OEM to those Offerors who meet the requirements of the RFP but are not deemed to have proposed the “Best Value OEM.” **A waiver** from the Office of Administration will be required for Commonwealth entities to purchase from a Contractor other than the successful Offeror providing the “Best Value OEM.”
- (4) **Service Level Definitions:** The Commonwealth will utilize **three (3)** separate tiers of service levels as follows:
 - (i) **Basic**— 99.9% Availability, **Two (2)**-Day On-site parts and/or labor dispatch—standard response with 48-hour parts and/or labor on-site support after completion of phone-based troubleshooting.

- (ii) **Enhanced**— 99.99% Availability, Next Business Day On-site parts and/or labor dispatch—accelerated response with parts and/or labor on-site support after completion of phone-based troubleshooting.
- (iii) **Critical**— 99.999% Availability, Mission-critical response with **four (4)**-hour on-site parts and/or labor on-site support, with a designated point of contact for resolution management, escalation and status updates.

IV-3. Requirements.

A. **Offeror Eligibility:** To be eligible for any Lot of this RFP, Offeror must have a minimum of **three (3) years** of experience working with public sector clients. Additionally, Offeror must have experience serving at least **one (1)** large state government similar to the Commonwealth. **Please refer to Appendix C, Cost Submittal Response Template, for minimum product requirements/product specifications for each Lot.** Additional eligibility requirements by lot are as follows:

(1) **Lot 1—Desktops, Laptops, and Ultra-Portable Laptops**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMS listed in the Leaders quadrant of Gartner’s Magic Quadrant for Global Enterprise Desktops and Notebooks—November, 2014 will be considered for this lot:
 - 1) Acer.
 - 2) Asus.
 - 3) Dell.
 - 4) Fujitsu.
 - 5) HP.
 - 6) Lenovo.
 - 7) Toshiba.
- (ii) Offerors must be able to provide a punch-out site for order placement.
- (iii) Offerors shall propose a single OEM for this Lot.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**
- (v) Products shall include a **four (4) year warranty with** on site, next business day service and allow the Commonwealth to keep hard drives.

(2) **Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops**

- (i) Eligibility to Submit Proposals: **Offerors may propose on one or more sub-categories within this Lot, and are not required to propose on all sub-categories within this Lot.**
- (ii) Rugged Devices—Only OEMs or certified resellers of brands that meet or exceed the certification requirements for US Military Standard MIL-STD-810G may submit a proposal for Rugged Devices.
- (iii) Offerors shall propose only one OEM for each of the sub-categories.
- (iv) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **Appendix L, Service Management Integration Requirements.**

(3) **Lot 3—General IT Peripherals**

- (i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the OEMs listed on the Lot 3—Peripherals tab of **Appendix C, Cost Submittal Response Template**, may submit a proposal for Lot 3.
- (ii) Offerors must be able to provide a punch-out site for order placement.

(4) **Lot 4—Apple Devices**

- (i) Eligibility to Submit Proposals: Only the OEM or certified resellers of the OEM will be considered for this lot.
- (ii) Offeror must provide equipment with self-cleansing technology in order to meet the Commonwealth’s data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements.**

(5) **Lot 5—Server Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders’ and Challengers’ quadrants of Gartner’s Magic Quadrant for Modular Servers—May 2016 will be considered for this lot:
 - (a) Dell.
 - (b) HP.
 - (c) Cisco.
 - (d) Lenovo.
 - (e) Huawei.
- (ii) Offerors must be able to provide the OEM’s full server product line.

- (iii) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, and **APPENDIX L, Service Management Integration Requirements**.
- (iv) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the Contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 E**.
- (v) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vi) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Offerors shall describe their ability to accommodate this model in **Appendix H, Technical Submittal Response Template**.

(6) **Lot 6 – Storage Hardware**

- (i) Eligibility to Submit Proposals: Only the following OEMs or certified resellers of the following OEMs listed in the Leaders' quadrant of Gartner's Leaders Quadrant for General Purpose Disk Arrays (October 2016) will be considered for this lot:
 - (a) Dell EMC.
 - (b) Dell Technologies.
 - (c) Hitachi (Hitachi Data Systems).
 - (d) HP.
 - (e) IBM.
 - (f) NetApp.
 - (g) Nimble Storage.
 - (h) Huawei.
- (ii) Offerors must be able to meet the requirements listed in **Appendix L, Service Management Integration Requirements**.
- (iii) Offerors must be able to provide the OEM's full storage product line.
- (iv) Offerors must provide equipment with self-cleansing technology in order to meet the Commonwealth's data security needs. Please refer to ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (v) Standalone maintenance/warranty services, if available, should be proposed in **Appendix C, Cost Submittal Response Template**, for up to **four (4) years** past the termination date of the contract. Maintenance should be available in accordance with the service level tiers listed out in **Part IV, Section IV-2 F**.

- (vi) Offerors must have the ability to integrate the physical hardware, based on Commonwealth agency requirements, for operational effectiveness.
- (vii) As an alternative, Offerors should provide a consumption based pricing model for the equipment procured through this lot. Please describe your ability to accommodate this model in **Appendix H, Technical Submittal Template**.

B. Required Contract Services. These services are required by the awarded contractors at no additional cost to the Commonwealth.

- (1) The Contractor must be capable of providing pre-sales support without additional service fees, including appropriate support personnel (e.g. those with technical design/architecture expertise) to assist Commonwealth agencies in identifying appropriate products based on their needs.
- (2) **Supply Chain Management/Managed Logistics.** The Contractor must provide staging and storage at no additional cost (unless otherwise defined in **Appendix M, Statement of Work Template**), respond quickly to changing needs and provide an effective order expediting process, if necessary.
- (3) Contractors should provide a quote for Hardware, when requested by the Commonwealth, at any time during the term of the contract.
- (4) The Contractor must honor all quotes for at least **ninety (90) days**.
- (5) **Key Personnel:**
 - (i) **General:** Information relating to key personnel is as follows:
 - (a) **Account Manager:** The Contractor must provide a dedicated account manager who will be the main point of contact for the Commonwealth. The Commonwealth will consider the account manager to be the sole point of contact with regard to contractual and purchase order matters. The account manager must be an employee of the Contractor and must be authorized to make binding decisions on behalf of the Contractor. The account manager's responsibilities will include, but will not be limited to: providing administrative, supervisory and technical direction to the account representatives; monitoring work performance for accuracy, timeliness, efficiency, and adherence to contract requirements; coordinating the resolution of contract problems and the implementation and completion of problem escalation procedures.

- (b) **OEM Representatives:** The Contractor must provide a main point of contact for each of the manufacturers for which the Contractor is selling products.
 - (c) **Account Representatives:** The Contractor must provide a sufficient number of account representatives to facilitate Commonwealth agency requests, which include, but are not limited to, providing quotes for Hardware and/or Services, reporting, providing recommendations on Hardware and Services, and tracking order fulfillment. Account representatives will be the main point of contact for all Commonwealth agency requests. Additionally, a dedicated service phone number should be provided. These account representatives are expected to have sufficient technical expertise to ensure proper orders are taken.
- (ii) **Replacement of Personnel:** After key personnel are assigned and approved by the Commonwealth, the Contractor may not divert or replace key personnel without written approval of the Commonwealth and in accordance with the following procedures. The Contractor must provide notice of proposed diversion or replacement to the Commonwealth at least **sixty (60) calendar days** in advance and provide the name, qualifications and background check of the person who will replace the diverted or removed staff. The Commonwealth will notify the Contractor within **ten (10) calendar days** of the diversion notice whether the proposed diversion is acceptable and if the replacement is approved.
- (a) Advance notification is not required for changes in key personnel due to resignations, death and disability, dismissal for cause or dismissal as a result of termination of a subcontract or any other cause that is beyond the control of the Contractor. However, the Commonwealth must approve the replacement key personnel. Replacement of key personnel whose availability changes for reasons beyond the control of the Contractor must occur:
 - 1) on a temporary basis, within **one (1) week** of the availability change; and
 - 2) on a permanent basis, no longer than **thirty (30) calendar days** from the availability change.
 - (b) The Commonwealth may request that the Contractor remove one or more of its staff persons from the contract at any time, with **thirty (30) calendar days'** written notice. If a staff person is removed from the Contract, the Contractor will have **ten (10) days** to fill the vacancy with a staff person acceptable in terms of experience and skills, subject to the Commonwealth approval.

(6) **Secure E-procurement Portal (Lot applicable):**

- (i) Within **ninety (90) days** after the contract effective date, Contractors must establish a secure e-procurement portal personalized for the Commonwealth which lists the products and services with related pricing approved by the OA/OIT Bureau of IT Procurement. Only brands and/or products approved by OA/OIT Bureau of IT Procurement will be permitted. Contractors must remove any brand and/or product from the portal at the direction of the OA/OIT Bureau of IT Procurement for any reason. Repeated failure to remove brands and/or products when directed may result in cancellation of the contract. Please refer to **Appendix T, OCI Supplier Punch Out Overview**, more information.
- (ii) The secure e-procurement portal must have the capability to generate daily reports that reflect all the items ordered by Commonwealth agency/bureau for any given time frame throughout the term of the Contract. The secure e-procurement site must also allow for ad hoc reporting requirements.
- (iii) The secure e-procurement site must allow searches by, but not limited to: Manufacturer; Product Name; Part Number or SKU; Purchase Order Number; and type of equipment (e.g. memory, MFD).
- (iv) The secure e-procurement portal must allow Commonwealth users to print a quote directly from the shopping cart to attach to the Commonwealth agency's purchase order.

C. Optional Services.

- (1) Contractors should provide a quote for warranties and Services, when requested by a Commonwealth agency, at any time during the term of the Contract. Standalone orders for warranties and maintenance made during the term of the Contract may extend up to **four (4) years** past the expiration date of the Contract.
- (2) The Commonwealth agency will develop a statement of work ("SOW") for each Service order utilizing **Appendix M, Statement of Work Template**, which will be attached to the associated purchase order. The Offeror shall provide a proposed price for all listed Services. All Services may be purchased at the Commonwealth's discretion. Offeror's must provide separate pricing for on-premise and off-premise disk wipe.

Optional Services in scope are as follows:

- (i) **Installation.**
 - (a) The Contractor must, at a minimum:
 - 1) Assign a project manager to every installation;

- 2) Provide status reports of installations completed, installations outstanding, and issues;
 - 3) Unpack equipment;
 - 4) Set up and connect keyboard, monitor(s), mouse, Ethernet cable, power and external equipment to computer;
 - 5) Power on the device or system;
 - 6) If pre-imaged system, verify that the system comes up to the login screen and run Commonwealth agency-provided restore script(s) after login; and
 - 7) If non-imaged system, verify that OS boots.
- (b) As part of the SOW, the Commonwealth agency will specify whether Contractor must remove all packing materials and boxes from the site within **one (1)** week after the installation has been completed.
- (c) The Contractor and the Commonwealth agency will develop a schedule to deliver equipment at the employees' desks or other location specified by the Commonwealth agency.
- (ii) **Asset Tagging (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Affix an Identification Tag Number and Commonwealth agency inventory asset tag to all new equipment procured;
 - 2) Ensure that the Identification Tag Number is readable from WMI (Windows Management Instrumentation), if applicable.
 - 3) Ensure that each Identification Tag is located such that it is easily accessible and readable by the user. Identification Numbers will be used as a reference for Help Desk calls;
 - 4) Provide identification numbers, serial numbers, Commonwealth agency inventory asset tag numbers, and associated equipment identification information for all installations at a site when requested by the Commonwealth in an electronic format, which can be incorporated into existing Equipment databases. The Commonwealth agency will provide database formats to be used by the Contractor; and
- (b) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iii) **Image Deployment (Onsite & Offsite).**
- (a) The Contractor must, at a minimum:
- 1) Deploy the image specified by the Commonwealth agency on each computing device;

- 2) If a Commonwealth agency requires images, the Contractor must accept and store the images provided;
- 3) Certify the images for use with the proposed hardware and provide test unit to Commonwealth agency for final verification; and
- (b) The format of the delivered image will be specified in the SOW.
- (c) As part of the SOW, the Commonwealth agency will specify if the service will be performed onsite or offsite.
- (iv) **Bundle—Installation, Image Deployment and Asset Tagging.**
 - (a) The Contractor may perform all duties listed **Part IV, Section IV-3, B-3 – i, ii, & iii** listed above in a bundled package.
- (v) **Data Transfer.**
 - (a) The Contractor must, at a minimum:
 - 1) Copy all local Outlook folders;
 - 2) Copy all specified data onto the new, pre-imaged system;
 - 3) Copy all local outlook folders;
 - 4) Disconnect all systems and
 - 5) Not retain any data associated with the data transfer.
 - (b) The Contractor may transfer data using the Commonwealth’s network, a crossover cable or Commonwealth-owned and provided external hard drive.
- (vi) **Preparation for Shipment.** The Contractor must, at a minimum:
 - (a) Verify the functionality and condition of the equipment with the agency
 - (b) Disconnect existing PC and peripheral equipment, and remove it from the desk area
 - (c) Fully prepare and pack the equipment ready for delivery and shipment. Including but not limited to; securely boxing and palletizing (if necessary) of the devices.
- (vii) **Hard Drive Removal.**
 - (a) The Contractor must, at a minimum:
 - 1) Arrive at the Commonwealth designated location at the time scheduled with the Commonwealth agency to uninstall and fully remove the hard drive in question;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Cleanse the hard drive as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf; and

- 4) Allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Commonwealth agency with no additional cost to the Commonwealth.
 - i) The Commonwealth agency may keep the defective or leased hard drive.
 - ii) Contractor must cleanse the hard drive as detailed in Commonwealth ITP SEC-015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf.
- (b) The Commonwealth agency may choose to keep the removed hard drive and provide delivery location of removed hard drive.
- (viii) **On-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall the equipment from the Commonwealth agency at the scheduled time;
 - (b) Arrive at the Commonwealth-designated location at the scheduled time; and
 - (c) Cleanse the device in the equipment as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at its current location and provide proof of the disk wipe to the Commonwealth agency.
- (ix) **Off-Premise Disk Wipe.** The Contractor must, at a minimum:
 - (a) Uninstall, pack, and pick up the equipment from the Commonwealth agency at the scheduled time;
 - (b) Cleanse the device as detailed in Commonwealth ITP SEC015, *Data Cleansing Policy*, http://www.oa.pa.gov/Policies/Documents/itp_sec015.pdf, at a location approved by the Commonwealth and provide proof of the disk wipe to the Commonwealth agency; and
 - (c) Return the equipment at the time and location specified by the Commonwealth agency.
- (x) **Relocation within 25 Miles.**
 - (a) The Contractor must, at a minimum:
 - 1) Provide relocation of equipment within the same building or within a 25-mile radius;
 - 2) Verify the functionality and condition of the equipment with the agency.
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency; and
 - (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xi) **Relocation Outside 25 Miles.**
 - (a) The Contractor must, at a minimum:

- 1) Provide relocation of equipment beyond a 25-mile radius; and
 - 2) Verify the functionality and condition of the equipment with the agency
 - 3) Unpack and reinstall equipment at the new location designated by the Commonwealth agency.
- (b) Damages resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.
- (xii) **Equipment Return to DGS Surplus Warehouse.** The Contractor must, at a minimum:
- (a) Deliver the packed equipment to the DGS warehouse located at:

DGS Surplus Warehouse
2221 Forster St.
Harrisburg, PA 17125

D. Order Fulfillment.

- (1) The Contractor must be capable of accepting orders via the Commonwealth's purchasing credit card (Pcard) in addition to purchase orders generated via the Commonwealth's SAP Supplier Relationship Management (SRM) system, the Commonwealth's standard order type.
- (2) The Contractor shall be responsible for tracking all orders from initial request through receipt of the Hardware or Service.
- (3) The Contractor's delivery methods must adhere to Section 10, *Delivery* and Section 12, *Acceptance of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services*.

E. Quote Requirements.

- (1) All quotes must comply, at a minimum, with the following and be pre-approved by the Commonwealth at the outset of the Contract.
 - (i) Include: contract number, manufacturer contract number (if applicable); service period (if applicable); manufacturer product ID; manufacturer product title; line item descriptions; list price so the Commonwealth can verify discounts on quotes; expected delivery date; and related purchase order number(s) when standalone Services are procured. The Commonwealth's contract management team must approve the quote format before any quotes may be issued.
 - (ii) No additional terms and conditions may be attached to a quote.

F. **Volume Orders:**

- (1) The Contractor must be capable of fulfilling large volume orders including, but not limited to, Commonwealth agency fleet roll-outs and high dollar purchases.
- (2) The Contractor is encouraged to offer higher discounts for large volume purchases.

G. **Service Level Agreements.** The Contractor must meet the service level agreements (SLAs) as described in **Appendix K, Service Level Agreements**.

H. **Standard Configuration Reviews.**

- (1) The standard configurations as defined in **Appendix C, Cost Submittal Response Template** and **Appendix H, Technical Submittal Response Template**, will be reviewed by the Commonwealth at least annually and any required updates will be made at that time via the change notice process as defined in **Appendix A, Standard Terms and Conditions**, Section 52, *Changes*. These updates to the standard configurations are to provide the Commonwealth access to the latest in related computer-based technologies.
- (2) If the awarded Contractor(s) or the associated OEM discontinues a product, then it must be replaced with a product of equal or better specifications for the originally contracted price.

I. **Quarterly Business Reviews.** The Contractor and the Commonwealth agree to meet quarterly to review current configurations, lifecycles and product roadmaps to determine product viability. All product lifecycle and roadmap information provided by the Contractor will be kept confidential by the Commonwealth. The objective of this meeting is to reach a mutual agreement on product replacement during the life of the Contract. Additionally, any pending changes that will have a material effect on the Commonwealth's purchasing need to be discussed and viable alternatives presented. These quarterly meetings will also serve as an opportunity for the contractor to identify contract improvement opportunities and cost savings opportunities for the Commonwealth.

J. **Emergency Preparedness.** To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services. Please address your Emergency Preparedness within **Appendix H, Technical Submittal Response Template**.

- K. **Quarterly Report.** The Contractor must utilize **Appendix J, Quarterly Reporting Template**, which includes the following:
- (1) Sales report, which includes, at a minimum:
 - (i) Agency Information: Identifying information for the Commonwealth agency.
 - (ii) Maintenance/Services Information: Detailed description of the maintenance/services being performed.
 - (iii) Product and Hardware Information: Detailed information about the product purchased, including the manufacturer; product description/base configuration details; manufacturer part number; any additional upgrades purchased; and quantity.
 - (iv) Order Information and Invoice Information: Detailed breakout of the total price of the order. This includes the quantity provided; base configuration cost; and cost and quantity of any upgrades purchased. Include the appropriate item cost or list price and associated markup or discount.
 - (v) Invoice Information: Invoice information for the associated order.
 - (2) Problem and response report, which includes, at a minimum: Agency Information; Equipment Information; Maintenance/Services Information; and Problem/Response Information.
 - (3) Outstanding issues summary report, which includes, at a minimum: Agency Information; and Outstanding Issue Summary.
 - (4) Quarterly summary report—to be delivered in person at Quarterly Business Reviews (QBRs)—of quarterly contract activities; achievements; challenges; and Contractor’s recommendations for the Commonwealth.
 - (5) Detailed SLA metric report—The Contractor will be responsible for tracking and quarterly reporting on the SLA metrics listed in **Appendix K, Service Level Agreements**. The format of the report must be approved by the Commonwealth before ordering can commence.
- L. **Asset Flexibility.** If, during the term of the contract new equipment becomes available, the Contractor may, with the written approval of the Office of Administration, Office of Information Technology, substitute a new model if it offers features, technologies, or standards that are equal to or greater than the original model. The cost of any new equipment must be less than or equal to the model it is replacing.
- M. **Accessibility Needs.** The Commonwealth’s Executive Order 2016-03, [2016-03 - Establishing “Employment First” Policy and Increasing Competitive Integrated Employment for Pennsylvanians with a Disability](#), states that Commonwealth employees with disabilities may require accommodations of assistive technology

in order to perform the functions of their jobs. DGS and OA will further the objectives of providing appropriate accommodation and support through the contracts resulting from this RFP. Offerors must provide an accessibility plan and assistive technology for the various Lots of this RFP, as applicable.

IV-4. Contract Requirements—Small Diverse Business Participation.

All contracts containing Small Diverse Business and Small Business participation must contain the following contract provisions to be maintained through the initial contract term and any subsequent options or renewals:

- A. Each Small Diverse Business and Small Business commitment which was credited by BDISBO and the total percentage of such Small Diverse Business and Small Business commitments made at the time of proposal submittal, BAFO or contract negotiations, as applicable, become contractual obligations of the selected Offeror upon execution of its contract with the Commonwealth. All Small Diverse Business and Small Business subcontractors credited by BDISBO must perform at least 50% of the work subcontracted to them.
- B. The individual percentage commitments made to Small Diverse Businesses and Small Businesses cannot be altered without written approval from BDISBO.
- C. Small Diverse Business and Small Business commitments must be maintained in the event the contract is assigned to another prime contractor.
- D. The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within 30 days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in **Appendix R – Model Form of Small Diverse and Small Business Subcontract Agreement**. The subcontract must contain:
 - 1. The specific work, supplies or services the Small Diverse Business and/or Small Business will perform; location for work performed; how the work, supplies or services relate to the project; and the specific timeframe during the initial term and any extensions, options and renewals of the prime contract when the work, supplies or services will be provided or performed.
 - 2. The fixed percentage commitment and associated estimated dollar value that each Small Diverse Business and/or Small Business will receive based on the actual contract spend for the initial term of the prime contract.
 - 3. Payment terms indicating that the Small Diverse Business and/or Small Business will be paid for work satisfactorily completed within 14 days of the selected Offeror’s receipt of payment from the Commonwealth for such work.

- 4.** Commercially reasonable terms for the applicable business/industry that are no less favorable than the terms of the selected Offeror's contract with the Commonwealth and that do not place disproportionate risk on the Small Diverse Business and/or Small Business relative to the nature and level of the Small Diverse Business' and/or Small Business' participation in the project.
- E.** If the selected Offeror and a Small Diverse Business or Small Business credited by BDISBO cannot agree upon a definitive subcontract within 30 days of the final execution date of the Commonwealth contract, the selected Offeror must notify BDISBO.
- F.** The Selected Offeror shall complete the Prime Contractor's Quarterly Utilization Report and submit it to the contracting officer of the Issuing Office and BDISBO within ten (10) business days at the end of each quarter of the contract term and any subsequent options or renewals. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Business and Small Business subcontractors and suppliers and will serve as a record of fulfillment of the contractual commitment. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected Offeror if the Utilization Report is not submitted in accordance with the schedule above.
- G.** The Selected Offeror shall notify the Contracting Officer of the Issuing Office and BDISBO when circumstances arise that may negatively impact the selected Offeror's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Issuing Office and DGS.
- H.** If the Selected Offeror fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the selected Offeror is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the contract together with consequential damages; revocation of the selected Offeror's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future contracting opportunities with the Commonwealth.

Date: February 13, 2017

Subject: Information Technology Hardware RFP

Solicitation Number: 6100039046

Solicitation Due Date: February 16, 2017 1:00 PM EST

Addendum Number: 15

To All Offerors/Bidders:

The Commonwealth of Pennsylvania defines a solicitation “Addendum” as an addition to or amendment of the original terms, conditions, specification or instruction of a procurement solicitation (e.g. Invitation for Bids, Request for Quotes and Request for Proposals).

The following changes have been made to the solicitation identified above:

- Questions and Answers Information Technology Hardware rev. (2.13.17)

For Solicitation where a “hard copy” (vs. electronic) response if requested:

- If you already submitted a response to the original solicitation, you may either submit a new response, or return this Addendum with a statement that your original response remains firm, by the due date to the following address:

*Attn: Ray Jaime
Bureau of IT Procurement
c/o Commonwealth Mail Processing Center
2 Technology Park (rear)
Attn: IT Procurement, 506 Finance Building
Harrisburg, PA 17110*

Except as amended by this Addendum, the terms, conditions, specification, and instruction of the solicitation and any previous solicitation addenda, remain as originally written.

Very truly yours,

Name: Ray Jaime
Title: Commodity Specialist
Email: RA-OITPurchases@pa.gov

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
1	4	Calendar of Events	Dates for Pre-Proposal Conference has been moved out more than 2 weeks to Jan 5th, 2017. Will the dates for Questions, Response to questions, and the final Due Date for RFP also be moved out accordingly	Yes, the due date for the RFP response has been extended to February 10, 2017.
2	36,37	IV-3. A (5), IV-3. A (6)	Will the Commonwealth accept submissions for hyper-converged Server & Storage solutions based on Manufacturer hardware noted? Specifically, Dell is an OEM provider for many of the leading hyper-convergence providers and is listed as an acceptable Server & Storage manufacturer. The Commonwealth indicates an interest in the 'latest in related computer-based technologies,' of which hyper-convergence would fit, as it delivers more efficient data capabilities on less physical infrastructure and associated costs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7. The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
3	38	IV-3. A	Lot 5-Server Hardware indicates only Intel servers. Are IBM Power Systems servers part of the RFP or will they be added via an addendum or related request?	These devices will be procured through a separate procurement.
4	35,36	IV-3. Requirements. General IT	What platform does the State's punch-out system run on?	The punch-out system runs on SAP Supplier Relationship Management 7.0.

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
5	35,36	IV-3. Requirements	It states that "(ii) Offerors must be able to provide a punch-out site for order placement." Does this mean that you need the Supplier's system to feed into the State's already existing punch-out system?	Yes, that is correct.
6	38-39	IV-3. Requirements. B. Associated Services (4)	Without knowing an exact order date vendors cannot give an exact delivery date. Therefore, can the expected delivery date be removed as minimum included for quotes?	This section refers an estimated delivery date based on the vendor working with the agency. The final delivery date will be set in accordance with the applicable Service Level Agreement listed in Appendix K, Service Level Agreements.
7	38-39	IV-3. Requirements. B. Associated Services (4)	Service purchase orders are not always available when ordering hardware, can "other related purchase orders for service date" be removed as minimum included for quotes?	No, please refer to the answer to Question #6 .
8	Quote Accuracy Consistency (QAC)	Appendix K SLAs	What is the criteria that all quote accuracy is based on?	The metric measures the consistent accuracy of the quotes being provided to the customer relative to errors related to line items, quantity, pricing, or wrong equipment items or options.

Questions & Answers (Revised 2/07/2017)

RFP 6100039046

Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
9	39 and 44	IV-3. Requirements. B. Associated Services (5)	Custom quotes may be available to honor up to 90 days or more, but on a continual basis due to continual industry technology changes, will the Commonwealth consider keeping with the industry standard of 30 days?	No, the Commonwealth will not amend this requirement.
10	41 of 44	IV-3. Requirements J. Quarterly Report	Can the Commonwealth modify the requirement of Agency Information in the Quarterly report to "Agency Information, if provided"	No, the Commonwealth will not amend this requirement.
11	Customer Inquiry Response Time (CIRT)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with giving prompt customer service, will the Commonwealth consider removing this SLA and instead confirm that if a request is brought to The Supplier's attention by the Office of Administration, that the supplier has four (4) business hours to acknowledge and confirm follow-up for the subject request?	No, the Commonwealth will not amend this service level agreement.
12	Quote Accuracy Consistency (QAC)	Appendix K. SLAs	Given that the Supplier's salesforce is tasked with providing accurate quotes based on the Commonwealth preapproval per the RFP term confirmed for quote requirements, will the Commonwealth consider removing this SLA?	No, the Commonwealth will not remove this service level agreement.
13	Quote Delivery for Catalog Items (QDCI)	Appendix K. SLAs	It is understood that all quotes will be instantly available online for the approved standards. Anything else would be a custom quote request which is entitled to a well thought through custom configuration based on the customer's	This SLA refers to catalog items, not items that would require custom configurations.

Questions & Answers (Revised 2/07/2017)

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
			needs. In consideration of this, will the Commonwealth consider modifying this SLA to a date agreed upon between the ordering entity and the Supplier?	
14	Order Delivery (OD)	Appendix K. SLAs	Given that the industry standard averages 3 weeks on delivery, will the Commonwealth consider modifying this this SLA to 15 business days for the preapproved modeled Standards on contract, 20 business days for customized Standards?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.
15	Order Delivery (OD)	Appendix K. SLAs	Given that some issues can occur within an order, will the Commonwealth consider modifying this SLA to 95% fulfillment?	No, the Commonwealth will not amend this service level agreement.
16	Invoice Receipt (IR)	Appendix K. SLAs	Given that many Agencies request for scheduled deliveries and special services, will the Commonwealth consider modifying this SLA to from sixty (60) days to a date mutually agreed to by the Supplier and the Ordering Entity?	No, the Commonwealth will not amend this service level agreement.
17	Defective Hardware Replacement (DHR) Appendix K. SLAs	Appendix K. SLAs	Given that some orders are customized, replacement product will not always be readily available for an overnight shipment. Will the Commonwealth consider modifying this the days to the same days set in the Order Delivery SLA per each Lot?	No, the Commonwealth will not amend this service level agreement.

Questions & Answers (Revised 2/07/2017)

RFP 6100039046

Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
18	Billing #19	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Not all PO's contain an Agency on the "Bill To" section of the PO. If an agency isn't defined in the "Bill To" of the PO, how do we respond?	Invoices on PO's should be sent to the Office of the Budget, resource account found at http://www.budget.pa.gov/Programs/Pages/E-Invoicing.aspx . Invoices should be submitted in an email with the invoice attached as a PDF document, or mailed to our PO box where the invoice would then be scanned into our workflow process. Invoices, as a matter of usual and normal practice, should never be sent to the agency first.
19	4-year Warranty On-Site Next Business Day	Appendix C Cost Submittal	If options (i.e.) docking stations, mice, bags are ordered separately are they also needing the 4-year Warranty On- Site Next Business Day? Or only when ordered in a bundled unit?	All products ordered shall have a four (4) year warranty including options.
20	Lot 1 Laptops and Ultra-Portable Laptops	Appendix C Cost Submittal	When building a laptop with an i5-7200 and i7-7500 Windows 7 cannot be installed, will Win 10 be accepted without the Win 7 downgrade? Or will you accept a i5 and i7 6000 series processors?	Yes, Windows 10 will be accepted without the Windows 7 downgrade. An agency may choose to reimaging the device with Windows 10 Enterprise or provide the vendor with Windows 10 Enterprise licensing information at the time of the purchase.

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
21	Lot 2 Rugged Laptops	Appendix C Cost Submittal	Would you prefer a Solid-State Drive over a Spindle Drive, because a spindle drive is more fragile?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
22	Lot 2 Rugged Tablets	Appendix C Cost Submittal	Will the Commonwealth accept a 3rd party product for a category in the Lot not manufactured by the bidder but is authorized to resell?	Yes, so long as the device meets the Commonwealth's specifications.
23	Lot 2 Rugged Tablets	Appendix C Cost Submittal	The spec calls out a 7-inch screen, would you consider a like or better screen?	Yes. Please provide available specs for like or better screen.
24	Lot 2 Non-Traditional Desktop	Appendix C Cost Submittal	Can you clarify what your definition of a Non-Traditional Desktop means? i.e. Mini, Thin Client	The definition of Non-Traditional Desktop includes zero client and thin client.
25	Options	Appendix C Cost Submittal	If an upgrade is needed i.e. memory, hard drives, is the expectation that these be included in the build at time of delivery, or to save cost, would you be able to install those components to the standard builds?	The expectation is that the options will be included with the build at time of delivery.
26	RFP	4 Calendar of Events	Given that little time there is to respond to a RFP of this scale, and to assist Suppliers to be able to offer the best quality response possible, will the Commonwealth consider releasing answers to questions as they become available?	The Commonwealth will adjust bid posting dates and due dates to allow vendors ample time with responses to all questions.

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
27	RFP	4 Calendar of Events	Provided that The Commonwealth's answers to questions will yield Suppliers the ability to provide a more complete response, will The Commonwealth consider modifying the Deadline to submit Questions to 7 business days before the proposal due date, but not guaranteeing answers if submitted past January 6th?	Please refer to the response to Question #26 .
28	RFP	4 Calendar of Events	Given the large scope of this RFP and the fact that most Suppliers were not fully staffed with dedicated resources, will The Commonwealth please consider to extend the Proposal due date to February 7th?	Please refer to the answer to Question # 1 .
29	Data Set Delivery (DSD)	Appendix K. SLAs	It states that " The Contractor must provide the required equipment data, description, and specifications details within two (2) business days after equipment delivery date, using the formats, standards, and protocols defined by the Commonwealth". To clarify, after every order processed, the supplier is to provide a report to the end user these details about their order? or are these details to be reported on the quarterly report?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7. SLA SM-01 has been revised to five (5) business days. After every order processed, the contractor must provide a report to the agency within five (5) business days following receipt of the order and also make this information available as part of the quarterly report.

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#	RFP Page Number	RFP Section Reference	Question	Answer
30	27	II-5	If Appendix F COSTARS Program Election Form is submitted, we understand that we will be responsible to pay one COSTARS fee for the Contract if awarded, no matter how many Lots we are awarded. Is this correct?	The COSTARS fee is a per contract fee. The Commonwealth has not determined if it will award a vendor multiple lots as part of one contract. If it is determined the award must be split into separate contract, an Offeror awarded more than one contract from RFP 6100039046, the COSTARS fee will be applied per contract.
31	41	IV-3. Requirements J. Quarterly Report (1)	Since ordering system reported do not capture when an upgrade was selected, reporting on the upgrades cost and quantity is not possible. In consideration of this, will The Commonwealth please consider to remove this requirement?	The ordering system reporting capabilities should provide the commonwealth the ability to see when options are purchased as part of a device configuration.
32	41	IV-3. Requirements J. Quarterly Report (1)	We understand that The Commonwealth wants to see a breakdown of all the sales reported by the base and the upgrade details to verify accurate charging by the Supplier. Will the Commonwealth consider in lieu of this requirement to add a term requiring the Supplier to comply with a Price Audit upon request?	Please refer to the response to Question #31 .
33	21	I-29 COSTARS PROGRAM G. (2)	For this additional report submitted to DGS COSTARS, is this to include the sales just for those that have identified themselves as	This requirement only applies to reporting COSTARS member's purchases

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#	RFP Page Number	RFP Section Reference	Question	Answer
			COSTARS members or for all sales on the contract?	
34	21	I-29 COSTARS PROGRAM G. (2)	If the report is to include only those that have identified themselves as COSTARS members, and there are not any COSTARS member sales to report for the previous reporting period, should the Contractor report online "No Sales"?	Yes, or wording to that effect.
35	24	II-1 Objections and Additions	We understand that we are to identify any terms and conditions in Appendix A, Appendix K, and Appendix E that we would like to negotiate as well as submit any additional terms and conditions we would like to add to any of these appendices. Is this correct?	Yes, that is correct. A suggested method of incorporating additional terms and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the "Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes" to the Appendices identified in Part II, Section II-1, and that "[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix

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				A, Appendix K, and Appendix E.”
36		II-1 Objections and Additions	<p>The following sentence can be confusing: "Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above." Does this mean that we can submit our additional terms and conditions for consideration, but just not say that our proposed request is conditioned on the negotiation of the terms and conditions?</p>	<p>Offerors may not propose the wholesale replacement of the Commonwealth’s terms and conditions with those of the Offeror’s. To do so would result in the rejection of the Offeror’s proposal as set forth in RFP 6100039046at Part II, Section II-1, Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices:</p> <p style="padding-left: 40px;">“The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in Appendix A, Appendix K, and/or Appendix E, or to other provisions of the RFP as specifically identified above.”</p> <p>A suggested method of incorporating additional terms</p>

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				<p>and conditions is to amend the applicable Appendix identified in RFP 6100039046 at Part II, Section II-1, and make sure that any changes are redlined. Finally, note that the “Issuing Office Issuing Office may, in its sole discretion, accept or reject any requested changes” to the Appendices identified in Part II, Section II-1, and that “[r]egardless of any objections set out in its proposal, the Offeror must submit its proposal, including the Cost Submittal, on the basis of the terms and conditions set out in Appendix A, Appendix K, and Appendix E.”</p>
37	35	IV-3 Requirements A. (1) v.	This term for Lot 1 says "Products shall include a four (4) year warranty with on site, next business day service and allow the Commonwealth to keep hard drives." Can the Commonwealth please clearly define the word 'Products'?	Any device, including accessories/peripherals procured as part of the awarded contracts.
38	8. Section 20- Payment	Appendix A. Standard Contract Terms and Conditions for IT	If a Supplier's standard is payment terms 30 days from the correct invoice, which is option b, is it acceptable to indicate this is our method as opposed to options a and c mentioned?	Offerors may propose any changes to Appendices A, K and/or E in accordance with Part II, Section II-1 of RFP

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#	RFP Page Number	RFP Section Reference	Question	Answer
		Supplies and Related Services		6100039046, relating to Objections and Additions to Standard Contract Terms and Conditions and Other Specified Appendices.
39	Limitation of Liability	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
40	Default	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
41	Termination	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is the Commonwealth open to additional language recommendations and negotiation on this term?	Please refer to the answer to Question #38 .
42	All SLAs	Appendix K. SLAs	Is the Commonwealth opening to additional language recommendations and negotiation on these SLAs?	Please refer to the answer to Question #38 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
43	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that vendors are unable to procure?	Alternative items must meet the same spec or higher provided by the corresponding item in the market basket. Alternative items are only to be provided if the vendor does not have the ability to quote the item defined. Vendors must be capable of providing 90% of the Top Manufacturers listed in Appendix C.
44	Lot 3 Tab General IT Peripherals	Appendix C Cost Submittal	Will alternatives be accepted for products that are end of life?	Yes, alternatives will be accepted for products that are end-of-life.
45	36 of 44	IV - 3 requirements Lot 3	Will the Commonwealth accept bids from vendors that can't provide 90% on lot 3?	No.
46	24 of 44	Part II Proposal Requirements A Technical submittal	The instructions for the technical submittal state offerors are to include activities outlined in Part IV, Statement of Work. Please confirm IV-4 contract requirements -small diverse business participation and Appendix R - Model Form of Small Diverse and Small Business Subcontract Agreement both within Part IV - Statement of work are to go in the technical submittal and not the SDB/SB Participation Submittal	Please refer to RFP 6100039046FP, Part II – Proposal Requirements introduction (third sentence). “All cost data relating to this proposal and all Small Diverse Business/Small Business – cost data should be kept separate from and not included in the Technical Submittal....” Each

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				<p>Proposal shall consist of the following three separately sealed submittals: A. Technical Submittal; B. SDB/SB Participation Submittal form(s); C. Cost Submittal”.</p> <p>See RFP IV-4 (D) that Appendix R- Model Form of Small Diverse and Small Business Subcontract Agreement – “The selected Offeror and each Small Diverse Business and Small Business for which a commitment was credited by BDISBO must submit a final, definitive subcontract agreement signed by the selected Offeror and the Small Diverse Business and/or Small Business to BDISBO within (30) days of the final execution date of the Commonwealth contract. A Model Subcontract Agreement which may be used to satisfy this requirement is provided in Appendix R, Model Form of Small Diverse and Small</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
				Business Subcontract Agreement.
47	Term of Lease and B. Payments	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	The lease terms states up to 60 months. However, the pricing sheet only allows for lease payment but does not outline what term. Do you want 48 months? The current contract is 4 years with annual payments. Does the COPA still want the pricing sheet with a 4-year lease with annual payments used for the lease payment?	The Commonwealth will evaluate based on 48-month leases, however, lease terms can be for up to 60 months.
48	36-37	IV-3. A (5-6)	We are a public-sector reseller for Fujitsu, and our team is interested in submitting Fujitsu products for consideration in Lots 5 and 6. Would it be possible to add Fujitsu as an acceptable OEM for these lots? If not, can the Commonwealth explain why it has chosen to limit competition to the chosen OEMs?	The Commonwealth has selected the Gartner's Magic quadrant as an objective industry standard.
49			Can the prime contract holder designate resellers who can operate under the auspices of the prime's award?	No, the prime contract holder cannot designate resellers to operate under the auspices of the prime's award.
50			Can punch-out site be maintained by the OEM instead of the Offeror?	Yes, but the awarded Offeror is still responsible for meeting the requirements of this solicitation.

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#	RFP Page Number	RFP Section Reference	Question	Answer
51	38	IV-3. A (6)(vi)	<p>Offerors must have the ability to integrate physical hardware, based on Agency requirements, for operational effectiveness. Please provide some examples of "operational effectiveness" for clarity with regards to the Commonwealth's expectations.</p>	<p>Any kind of practice which allows a business or other organization to maximize the use of their inputs by developing products at a faster pace than competitors or reducing defects, for example. Operational effectiveness is often divided into four components: Leading and controlling functional performance, measuring and improving the process, leveraging and automating process and continuously improving performance.</p>
52	36,37	IV-3. A (5)	<p>For Lot 5, Server Hardware – the RFP has narrowed down to Intel-based servers. The Commonwealth has also deployed Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated systems (servers/storage combined). Beyond the Commonwealth, COSTARS members, may also purchase these types of servers and associated warranty/maintenance through the use of current COPA contracts. Is the Commonwealth moving forward with this RFP, without the ability to procure Unix-based servers, IBM iSeries (AS400), mainframe servers, and other integrated</p>	<p>These devices will be procured through a separate procurement.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
			systems (servers/storage combined), along with associated services?	
53	43	IV-4. D.1	Since volumes of purchase are unknown at this time, it would be impossible to agree to a locked-in dollar commitment to a minority supplier at this time. Is it the Commonwealth's intent to evaluate only the percentage of commitment for purposes of the scoring of the Small Diverse Business and Small Business (SDB/SB) submittal?	Yes, the Small Diverse Business/Small Business point allocation is based entirely on the percentage of actual contract spend committed to Small Diverse Business/Small Business.
54	29	III-4. C.1 Contracting Requirements – Small Diverse Business Contracting	For purposes of calculating the percentage of spend, can the Commonwealth clarify if the amounts used for the numerator and denominator are the amounts for services provided by the SDB and SB firms, and that the amounts do not include equipment sourced through the SDB and SB firms?	Please refer to the answer to Question #256 . The full value of purchase orders for equipment and/or software purchases made by subcontractor/supplier count toward the Small Diverse Business/Small Business commitment when then full value of the PO is paid by the Small Diverse Business/Small Business subcontractor/supplier and reimbursed to the Small Diverse Business/Small Business subcontractor/supplier by the prime.

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#	RFP Page Number	RFP Section Reference	Question	Answer
55	Section 26 (Limitation of Liability)	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This term stacks the liability as the contract moves forward and could become a very large number over the 3 to 5 years of the contract term. This may limit participation from vendors. Will the Commonwealth consider altering this term to limit the Contractor's liability to the Commonwealth under the Contract to the greater of \$250,000 or the value of the Purchase Order?	Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.
56	13	I-12. a	Is an e-signature acceptable on the Proposal Cover Sheet, or is an original wet signature required on this sheet and/or all other forms being submitted to the Commonwealth?	The Proposal Cover Sheet must contain an original wet signature.
57		Appendix H. Technical Submittal Response	In an effort to remain sensitive to paper resources, will the Commonwealth accept a reference within our response to our Financial statements webpage?	Yes, if it is provided as a direct link.
58	41 of 59 and 52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Do these sections cover the financing of other non-hardware items, such as the financing of related equipment services described in IV-3. B Associated Services on RFP document Page 38 of 44?	Yes, these sections cover the financing of the hardware, software and any service made as part of the purchase order.
59	44	Appendix A. Standard Contract Terms and Conditions for IT	Can the Commonwealth please provide a copy of the form of the Acceptance Certificate? We cannot locate it on the Forms page of the	Appendix S, Lease Acceptance Certificate, is posted as part of Addendum Number 7.

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		Supplies and Related Services	Department of General Services' webpage (www.dgs.state.pa.us).	
60	44-51	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Is it correct to state that the Contractor (hardware vendor) may assign the actual lease for hardware items (including the right to title and the rental payments) to an Initial Assignee as opposed to just the rights to payment?	Subsection H 1 of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, allows for either the assignment of payment to a third party or the assignment of the lease to an Initial Assignee.
61	44-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Will there be separate PO's for the non-hardware items when the hardware is leased, or will there be one PO which explicitly states which items are to be financed versus leased (i.e. will the PO state under which terms & conditions each item will be obtained - Lease (Appendix 1) terms versus Installment Payment (Appendix 2) terms)?	Purchase Orders with a lease involved will only contain leased items. If a standalone service is being purchased outright for a leased device, it should be a separate Purchase Order.
62	46 and 55	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), in Section H it states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee.	In the event of an assignment, the Contractor must provide the assignment document to agency. The agency will then work with the Contractor to obtain any additional information needed.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			We have not seen one, so we are wondering if there is such a form? Or is there none provided and this is to be a form of the Contractor's devising?	
63	45-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Leasing and in Section C, it states that title shall not pass to the Lessee but remain with the Purchaser at delivery. Please confirm this section regarding title is only applicable to hardware items.	Subsection C of Appendix 1 to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, provides that title transfers at time of delivery and acceptance only in the case of a Lease/Purchase. Otherwise, title to the Leased Property remains with the Contractor until the "final installment or other concluding payment option."
64	50	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This section indicates "The Contractor's/Initial Assignee's costs associated with the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards and the removal and destruction of any hard drive(s) shall be included in the rental amount. The Lessee shall not be required to pay additional charges for the Contractor's/Initial Assignee's cleaning of a hard drive to Office of Administration/U.S. Department of Defense standards nor for the Contractor's/Initial Assignee's removal and	No, all cost should be included within the lease cost.

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			<p>destruction of any hard drive(s) upon the return of a Leased item."</p> <p>Since the cleaning of any hard drive to Office of Administration/U.S. Department of Defense standards or for the Contractor's/Initial Assignee's removal and destruction of any hard drive(s) is a service which should be accounted for as a loan and not part of a lease, would it be acceptable to quote a two-part rate for any item with a hard drive, financing the cost for disk services simultaneously but separately from the Item itself?</p>	
65	53 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	This Appendix is for Installment Payment and in Section C, it states that title shall pass to the Purchaser at delivery. Please confirm that this section is only applicable to hardware items.	Yes, transfer of title as discussed in Section C of Appendix 2 of Appendix A, Standard Terms and Conditions for IT Supplies and Related Services, only applicable to hardware items.
66	52-59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Our belief is that the non-hardware items (even if related to the hardware items being leased) should always be under the Installment Payment Terms & Conditions of Appendix 2 since there is no title to pass on these items -- does COPA agree?	If non-hardware items are not included as part of the lease payment, then a separate Purchase Order must be issued for the outright payment of a non-hardware item.

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#	RFP Page Number	RFP Section Reference	Question	Answer
67	52 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	Appendix 2 is for Installment Payment, and in Section A, it mentions a Fair Market Value Option, yet Section C states that title passes at delivery, so it is not clear how there could be any Fair Market Value Option. Please clarify.	This issue is addressed in the revised Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, posted on January 20, 2017, as part of Addendum Number 7. Appendix 2 has been amended to delete the reference to fair market value.
68	46, 47, 55, and 56 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>In both the Leasing Terms and Conditions (Appendix 1) and the Installment Payment Terms and Conditions (Appendix 2), Section H states the Contractor shall notify the Lessee of any Lease (or Install Payment) PO assignment in its acknowledgement of the Lease PO to the Lessee, etc.</p> <p>Where can the acknowledgement of Lease PO be found? Is it a Commonwealth form or a form of the Contractor's devising?</p>	Please refer to the answer to Question # 52 .
69	Tab Lot 6	Appendix C. Cost Submittal Response Template	Please provide more clarity differentiating the 3 storage platforms (Best Value Storage, Best Value Object Based Storage and Best Value Block Storage) with workload examples?	The Commonwealth requires pricing and solutions for all three storage platforms. At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.

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70	Lot 6	Appendix C Cost Submittal	Which of the 3 platforms will support File/NAS, and which will support Object/S3?	At time of purchase, agency will work with awarded Contractor to make the determination as to which is the best storage.
71	Lot 6	Appendix C Cost Submittal	Which NAS APIs (CIFs / NFS / SMB) will be required for each platform?	Please refer to the answer to Question #70 .
72	Lot 6	Appendix C Cost Submittal	Are points awarded based on discount percentage or discounted price?	Points will be awarded based on the total extended product and service cost.
73	Lot 6	Appendix C Cost Submittal	Is non-best value a percentage that will have to be honored across any storage configuration?	The discount off list will apply for each specified Storage category (i.e. non-best value block or non-best value object based and any other device purchased as part of the awarded contract).
74	Lot 6	Appendix C Cost Submittal	Please advise how the Commonwealth would like to see the breakdown of the worksheet of data so as to facilitate clear, visible printed data?	Part I, Section I-12 of RFP 6100039046 has been revised to allow for the electronic submission Appendix C, Cost Submittal Template. A paper copy should not be submitted. The Electronic Copy shall be submitted as part of the electronic versions of the

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#	RFP Page Number	RFP Section Reference	Question	Answer
				proposals required pursuant to Part I, Section I-12.B.
75	38	I IV-3. B Associates Services	Will COPA provide minimum and average number of client systems to be installed per onsite deployment visit?	This information cannot be provided since agencies have different roll out schedule based on funds availability and staffing.
76	38	I IV-3. B Associates Services	Will COPA provide a site list (with equipment counts would be ideal)?	This information is not available at this time.
77	38	I IV-3. B Associates Services	Do you prefer on-site or off site imaging and asset tagging?	This is project specific and will be addressed in the SOW. Options for onsite and office site services have been added to Appendix C, Cost Submittal Template, as part of Addendum Number 7.
78	38	I IV-3. B Associates Services	Will customer provide labels or label guns to create asset tags?	The Contractor will be responsible for labels and label guns these unless provided by the agency.
79	38	I IV-3. B Associates Services	Will customer provide a site or application to record assets?	This will be covered as part of pre-sales assistance.

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				The agency will work with Contractor to design the solution at the time of purchase.
80	38	I IV-3. B Associates Services	With regards to Data Transfer, does existing data reside on old computer or will we pull it from the network?	Data may exist on the old computer as well as the network. This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
81	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the average amount of data to be transferred?	The Commonwealth does not have this information.
82	38	I IV-3. B Associates Services	With regards to Data Transfer, what is the largest amount of data we can expect 10GB? 20GB?	Please refer to the answer to Question # 81 .
83	38	I IV-3. B Associates Services	Will customer provide the image on portable drives in quantities (USB drive?) to roll out on multi-installs?	The Contractor and the Agency will determine the format of the image delivered but the commonwealth will not provide media for the image to be loaded onto.

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84	38	I IV-3. B Associates Services	Will customer provide the disk wipe software in quantities (USB drive?) to roll out on multi-unit installs?	The Commonwealth will provide an .iso image but the vendor would have to provide its own media. The image can only be used to wipe commonwealth devices.
85	38	I IV-3. B Associates Services	Is the customer going to provide transportation of equipment from site to site or will we need to transport new equipment from warehouse to install site?	The contractor will be responsible for transportation of the devices.
86	38	I IV-3. B Associates Services	Is the customer going to provide transportation to equipment returning to Forster St. in Harrisburg or will we need to transport legacy equipment to warehouse?	Yes, unless the Commonwealth is procuring that services from vendor.
87	38	I IV-3. B Associates Services	With regards to Storage, will vendors be responsible to provide the design and storage configuration on the new equipment or will the install team follow a configuration script provided by the customer and work in conjunction with a remote team?	This will be covered as part of pre-sales assistance. The agency will work with vendor to design the solution at the time of purchase.
88	4	Calendar of Events	With the rescheduling of the prebidders conference to occur after questions have been submitted, will COPA consider allowing a second round of questions based on any questions that may arise from discussions at the prebidders?	There will not be a formally defined second round of questions. If additional questions are received the commonwealth will do our best to respond timely.

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89	28	III-4	For the technical section, what are the metrics being used to evaluate or measure up to 40%? Can you provide more specificity about the formula being used?	Please refer to Part III, Section III-4. A of RFP 6100039046 for this information and refer to the following link: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
90	28	III-4	For the cost section, can you provide a few examples using the included formula?	As indicated in Part III, Section III-4, please refer to the following link for information relating to cost formula: http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Procurement-Resources/Pages/RFP_SCORING_FORMULA.aspx .
91	1	Appendix L Service Management Integration Requirements	What is the current integration model, data model, and error handling methodology?	Currently, the integration model used is SOAP with a B2B connector. The data model lists the fields, values, and maximum lengths, if required, in an Excel spreadsheet. The error handling lists the error codes and descriptions, and the methodology, in the case of OA, is ServiceNow.

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92	1	Appendix L Service Management Integration Requirements	What kind of Integrations is required for what ITSM tool?	Currently it is SOAP, however it will change to REST. We decided that we would mandate the integration, then if an agency or vendor could not use the current integration tool, documentation requesting a change would be required.
93	1	Appendix L Service Management Integration Requirements	What is the format of the mandatory data fields?	The format for all fields will be in the data model.
94	1	Appendix L Service Management Integration Requirements	What kind of Web Service Integration?	Please refer to the response to Question #92 .
95	1	Appendix L Service Management Integration Requirements	What kind of Integration is required for what monitoring tool?	Please refer to the response to Question #92 .
96	38	6.1.1	IBM is requesting which company's competitive storage hardware is being replaced along with the model. Thank you.	There are multiple vendor stage solutions implemented across the Commonwealth.

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97	12	Section I-22	With a concern that the Commonwealth could potentially, given the current verbiage above, establish the effective date at a date a year or more beyond the execution date, will the Commonwealth consider changing the above sentence to the following? “The term of the contracts will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. After all approvals required by Commonwealth contracting procedures have been obtained, the respective contract shall be fully executed by the selected Offeror and by the Commonwealth. If the Commonwealth does entertain such a change, will Section 1 of Appendix A likewise be edited to conform?”	No, the Commonwealth will not amend this section.
98	Lot 6	Appendix C Cost Submittal	In the following file, Tab: LOT6, Appendix C. Cost Submittal Response Template (rev. 12.15.16), there is a requirement for Nodes of IBM SVC. Does the Commonwealth of PA consider this a hard requirement specific to IBM SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
99		Appendix C Cost Submittal	What does the Commonwealth mean by storage virtualization?	Storage virtualization is the amalgamation of multiple network storage devices into what appears to be a single storage unit. Storage virtualization is usually implemented via software

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				<p>applications and often used in SAN (storage area network), a high-speed subnetwork of shared storage devices, and makes tasks such as archiving, back-up, and recovery easier and faster.</p> <p>A similar phrase, virtualization-aware storage, facilitates management and monitoring of storage in virtualized environments</p>
100		Appendix C Cost Submittal	Does the Commonwealth have the need to have multiple vendor arrays managed by one front end vendor?	Common administration is preferred but not required.
101		Appendix C Cost Submittal	We would like to offer compression in a flash only solution and also offer you a hybrid configuration. We will able to base these upon your performance needs. Based upon question 6 response we will develop the configurations to adhere to your needs.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
102		Appendix C Cost Submittal	We have seen the configurations listed mirror each other. Would be it possible to have them broken out in technical requirements you need for each?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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103		Appendix C Cost Submittal	In reference to our question 102 I would like to expand on it by stating if you have the need to backend virtualization the benefit is tenfold. It allows you to have legacy arrays still kept on the datacenter floor and the luns managed by your new front end array and as well array based migrations can be performed with ease. We would like your thoughts on using an approach method like this.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
104	33	IV-2.E.	The RFP indicates \$13m in historical annual spend for all servers in Lot 5. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 3,602,279.00 2015- \$7,937,040.00 2016- \$2,882,640.00
105	33	IV-2.E.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 5, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP 6100039046.
106	34	IV-2. F.	The RFP indicates \$9m in historical annual spend for all storage hardware in Lot 6. Can the Commonwealth provide breakdown of the past three years to show the trend of actual spend, not just an average?	2014- \$ 6,161,593.00 2015- \$12,138,408.00 2016- \$22,927,947.00
107	34	IV-2. F.	Can the Commonwealth provide a breakdown of the annual spend for each OEM in Lot 6, not just an overall average for all OEM vendors?	This question has no bearing on an Offeror's response to this RFP.

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108	35	IV-3. A	Does offeror's 3-year experience with public sector clients need to be specific to each Lot being bid on, or can the experience/reference be for other products and/or services than the specific Lots to be bid on?	Experience with public sector clients should be Lot specific and will be evaluated based on the requirements of each lot.
109	37	IV-3-A.5(iii)	The RFP requires "self-cleansing technology", and refers to ITP SEC-015. However, ITP SEC-015 does not discuss or describe "self-cleansing technology". Can the Commonwealth expand and clarify what is desired from the "self-cleansing technology" requirement?	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
110	37	IV-3-A.5(v)	The RFP requires the ability to integrate the physical hardware. Can the Commonwealth clarify how this requirement differs from the later requirement to provide optional installation services in section IV-3-B. Associated Services (3)(i) on page 38?	This provision requires the Offeror to be able to perform the required contract services set forth in Part IV, Section IV-3B.
111	38	IV-3. B.(3)	For IV-3.B Associated Services, are the "Optional Services" listed in item (3) (installation, asset tagging, image deployment, etc) required to be quoted in the offeror's RFP response, or simply required to be quoted when/if a Commonwealth agency requests them under a subsequent "SOW"?	The pricing is to be quoted in Appendix C, Cost Submittal Response Template. The final Statement of Work will be developed based on the pricing provided.

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112	4	Calendar of Events	Who will be attending the pre-proposal conference for the Commonwealth?	Please refer to Appendix #4 for this RFP 6100039046.
113	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 1?	HP and Lenovo
114	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 5?	Cisco, Dell, HP, Hitachi, IBM and Lenovo
115	5	I-4	What is the brand/OEM that the Commonwealth is currently standardized or using for Lot 6?	Dell, EMC, HP, Hitachi, IBM and Lenovo
116	17	I-28	Information Technology Policies – PLT001 – Desktop and Laptop Standards. This policy references the expired Dell PC contract. Is this policy applicable to these procurements?	This policy will be updated upon award of RFP 6100039046.
117	7 24	I-12 Part II	If a prime is proposing on more than 1 lot, should each lot be submitted as a separate technical proposal, or can they be combined into one proposal response?	The technical proposals can be combined into one proposal but must maintain the format of Appendix H, Technical Submittal Response Template.
118	17	I-27	Regarding the text boxes (yellow shaded) for responses, the current text boxes limit responses to a single page. Should new text boxes be created for responses longer than 1 page in length	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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			to eliminate formatting issues with page breaks; or can answers be submitted underneath the yellow text boxes if needed?	that will be posted as part of Addendum Number 7.
119			The current PC contract includes standard service items of "on-site imaging" and "device relocation within same building." Are these services no longer required by the Commonwealth?	This is addressed in the revised Appendix C, Cost Submittal Response Template, that will be posted as part of Addendum Number 7. Device relocation within the same building falls under "device relocation within 25 miles."
120	LOT 6	Appendix C Cost Submittal	Is any additional direct attached storage required for the SVC nodes, or will external virtualization be required?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
121	LOT 6	Appendix C Cost Submittal	Will the 8 node (4 IO Group) SVC be housed in one location?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
122	LOT 6	Appendix C Cost Submittal	Any Disaster Avoidance / Recovery solutions requirements for replication?	Please provide any disaster avoidance/recovery solutions in the Services/Options section of Appendix C, Cost Submittal Response Template.

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123	LOT 6	Appendix C Cost Submittal	We noticed that the multiple configurations of Lot 6 are identical; are you just looking for a single 8 node, 4 way cluster of SVC?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
124	7	I-12	Should the cost proposal be submitted with all proposed lots kept in one file and in one printout? Or, if proposing on three lots, for example, should one paper copy of each lot be submitted?	Part I, Section I-12 of the RFP has been revised to allow for the electronic submission Appendix C, Cost Submittal Response Template. A paper copy should not be submitted. The electronic copy shall be submitted as part of the electronic versions of the proposals required pursuant to Part I, Section I-12.B.
125	25	II-2	If an Offeror who is a SDB Small Diverse Business and SB is submitting as a prime, would its percentage commitment for SDB and SB <u>Subcontracting</u> participation be 100% or 0Appendix?	Based on a maximum total of 200 points for the Small Diverse Business and Small Business Participation Submittal, the Offeror who submits as a Small Diverse Business Prime will receive the maximum total of 200 points. Therefore, the Offeror will receive 100% of the points. An Small Diverse Business submitting as prime would make

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				<p>that distinction in the “Offeror Information” box on the first page of the Appendix Q, Small Diverse Business (SDB) and Small Business (SB) Participation Submittal. No entry would be made in the “Subcontracting Information” box unless the prime is subcontracting to a separate/different Small Diverse Business or Small Business.</p>
126	Section 26 13 of 59	Appendix A. Standard Contract Terms and Conditions for IT Supplies and Related Services	<p>The Limitation of Liability section states that the Contractor’s liability is equal to the value of the contract. Based on the annual purchasing figures provided, the value of the contract over three years will be significant. Given a reseller does not have significant control over the OEM equipment they are providing, does this mean the Commonwealth intends to hold the reseller Contractor liable for the total value of all purchases over the life of the Contract? For example, Lot 5 has an annual approximate value of \$13M. Over the three years this would be a liability total of \$39M to the reseller Contractor.</p>	<p>Section 26 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services, will remain as originally posted.</p>
127		Appendix C Cost Submittal	<p>The services options for Lot 6 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide</p>	<p>Since the majority of the spend will be driven towards the Best Value configurations, please</p>

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			<p>services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the storage unit, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of the machine to move, as well as the size and weight.</p>	<p>provide services/options costs relevant to the Best Value configurations. These costs will be considered as not to exceed costs and the total cost will be defined in the Statement of Work.</p>
128	LOT 6	Appendix C Cost Submittal	<p>Would the Commonwealth consider a maximum services hourly rate for the Storage services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and storage implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.</p>	<p>No; please provide fixed option pricing based on the designated service listed. Also, please refer to the answer to Question #127.</p>
129	LOT 5	Appendix C Cost Submittal	<p>The services options for Lot 5 will vary in scope based on the equipment being procured by the Commonwealth. Should the Offeror provide services costs based on the Best Value options proposed? For example, Hard Drive Removal costs will vary in storage based on the number of drives in the server, and disk wipe will also vary based on the type (SSD vs. spinning disk), size and speed of the drives. In addition, relocation services will vary based on the insured value of</p>	<p>Please refer to the answer to Question #127.</p>

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			the machine to move, as well as the size and weight.	
130	LOT 5	Appendix C Cost Submittal	Would the Commonwealth consider a maximum services hourly rate for the Server services, rather than fixed price options? Based on our experience, the options requested are better suited for PC and similar equipment implementations and server implementations often have varying scopes depending on the existing environment as well as the customer needs and skills.	Please refer to the answer to Question #127 .
131	38	IV-3-B-3	Item 3 states that the Commonwealth will develop a Statement of Work for each service. Can the Commonwealth provide this Statement of Work for each of the listed Optional Services so that all vendors are providing pricing based on the same scope of work. For example, does the Commonwealth expect the Contractor to provide insurance for the value of the equipment being moved? If so, what value should be assumed for items x, xi and xii. What steps are considered part of installation? Is the Contractor to assume that the equipment is shipped to the installation location, or is logistics and transportation services required? What is the size of the image being deployed, and how many images will be required to be maintained? Outside of physical installation on the desk and cable connection,	Statements of Work are prepared by the agency at the time of purchase.

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			what other steps are required of the Contractor, and what is the average time these steps will take? How many devices can the Contractor assume each installer can deploy each day?	
132	38	IV-3-B-3	For Lots 5 and 6, many manufacturers do not allow machines under warranty to be moved without manufacturer service personnel providing both packaging and re-install services. Should the contractor assume that machines to be moved in items x and xi are the Best Value configurations to provide accurate comparisons between proposals?	Please refer to the answer to Question #127 .
133	LOT 6	Appendix C Cost Submittal	For the cost evaluation, will the Best Value cost configurations be compared between vendors, or will the grand total cost including non-best value, leasing and services be used for the calculation?	The grand total calculation will include best value, non-best value, leasing and services.
134	38-39	IV-3-B-4	The Commonwealth states the required quote format, but it does not require the list price to be included in the quote, how will the Commonwealth know that they are receiving the required minimum discount without the list price being included?	This issue is addressed in Section IV-3.E of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
135	38	IV-3-B-3	Will the Commonwealth provide a full statement of work for each requested service?	Yes.

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136	38	IV-3-B-3	For any service, will the purchasing agency ensure elevator access for buildings more than 1 story high?	No, since not all buildings will contain elevators.
137	38	IV-3-B-3	For the service of “installation,” is the Offeror required to provide status reports of installations completed, installations outstanding and issues? What is the desired frequency of these reports?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
138	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume equipment will be shipped to the installation location, or does this service include the Contractor receiving the equipment, transporting it to the installation location, and physical installation?	This will be decided as part of the Statement of Work at the time of purchase but should be considered as part of supply chain management and managed logistics services included in this RFP.
139	38	IV-3-B-3	For the service of “installation,” what installation steps must be performed other than physical installation? What is the average time per device to perform these steps?	<p>At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.</p> <p>Regarding average time, the Commonwealth does not have this information.</p>

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140	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that no steps (other than connecting to the main unit) are to be performed on external PC devices (keyboard, mouse, power, Ethernet)?	At a minimum, the tasks listed in the service description must be met to consider installation to be completed. Offers may expand the scope of any services as part of their technical submittal at no additional cost to the Commonwealth.
141	38	IV-3-B-3	For the service of “installation,” how many devices on average can a single installer expect to install per day?	This will be decided as part of the Statement of Work at the time of purchase.
142	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all units must be powered on, in order to verify the login screen appears (if pre-imaged) or to verify that the operating system boots (if non-imaged)?	Yes.
143	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that all newly implemented devices will require serial number documentation to be delivered to the customer at project completion?	Yes.
144	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that the removal of cardboard and packing material from the location is required, if requested by the Commonwealth agency?	Yes.

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145	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that detailed configuration instructions and configuration data (IP addresses, user name, location, etc.), along with detailed location information will be provided to the Offeror a minimum of five business days prior to the scheduled installation?	This will be decided as part of the Statement of Work at the time of purchase.
146	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that troubleshooting of general hardware, software and connectivity issues is not required of the Offeror?	The device must be fully functional to consider installation complete. Please refer to the response to Question #142 .
147	38	IV-3-B-3	For the service of “installation,” will the customer perform a backup of relevant user data prior to Offeror performing installation tasks?	Installation services are preformed prior to user data being placed of the device.
148	38	IV-3-B-3	For the service of “installation,” is the Offeror to assume that hardware issues encountered during the time of installation will be coordinated for service by the Commonwealth with the manufacturer as part of associated warranty services?	Please refer to the response to Question #146 .
149	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that the requested asset tag will be the OEM-installed serial number installed on the system unit during production of the unit?	This will be decided as part of the Statement of Work at the time of purchase.

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150	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) of associated devices using a barcode scanner?	This will be decided as part of the Statement of Work at the time of purchase.
151	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to capture asset tag number and serial number(s) in writing?	This will be decided as part of the Statement of Work at the time of purchase.
152	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to provide asset tag and serial number information to customer in an Excel spreadsheet format after the tags have been installed?	This will be decided as part of the Statement of Work at the time of purchase.
153	38	IV-3-B-3	For the service of “asset tagging,” is the Offeror to assume that asset tags will be provided to installation team at least five (5) business days prior to the first installation start date?	This will be decided as part of the Statement of Work at the time of purchase.
154	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency personnel work with the Offeror to determine best method of data transfer for the environment/network/device in question?	Yes, this is project specific and will be addressed in the Statement of Work at the time of purchase.
155	38	IV-3-B-3	For the service of “Data Transfer,” is the Offeror to assume that only UP to 10GB of one directory tree and local Outlook folders (identified in advance in writing by the site or IT contact) is to be performed per unit?	No, there is no threshold.

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156	38	IV-3-B-3	For the service of “Data Transfer,” how far (in feet) will the new system be from the existing system? Will these locations be specified in advance, in writing, by the site or IT contact?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
157	38	IV-3-B-3	For the service of “Data Transfer,” will the Offeror be provided with the directory structure and location of Outlook folders to be transferred?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
158	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide application licenses required if 3rd party data transfer application is to be used?	The agency will provide access to the data transfer application, if applicable.
159	38	IV-3-B-3	For the service of “Data Transfer,” will the purchasing agency provide network access or external hard drives to facilitate this data transfer?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
160	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to observe the function of equipment to be relocated, including possibly performing diagnostic tests, as necessary? Is the Offeror to	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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			note any damage to exterior of equipment to be packed?	
161	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to disconnect all peripheral equipment from the system unit at the end user location?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
162	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to uninstall only one monitor, system unit, keyboard and mouse, as well as scan and write down asset tag, serial number information from deinstalled unit?	Responsible for uninstalling computing device and associated peripherals, including, but not limited to multiple monitors. Also responsible for inventory listing of devices, including asset tag and serial number information.
163	38	IV-3-B-3	For the service of “Preparation for Shipment,” is the Offeror to pack, label and transport equipment to a staging area within the existing facility?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
164	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency provide a list of all	Yes.

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			equipment to be deinstalled by serial number and asset tag?	
165	38	IV-3-B-3	For the service of “Preparation for Shipment,” will the purchasing agency backup all data on each system, as well as ensure no confidential data remains on systems to be transported?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
166	38	IV-3-B-3	Can the Commonwealth confirm that the DGS warehouse located at 2221 Forster Street, Harrisburg, PA will remain the location of the DGS warehouse for the duration of this contract?	If this location changes during the term of the contract, OA OIT Procurement will review with the award Offeror(s) to determine if compensation will be granted for a change in location.
167	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
168	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is all relevant equipment required to be palletized for easy removal and storage at the DGS warehouse location?	Yes, pallets are required.

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169	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to provide equipment inventory being delivered to both agency and DGS warehouse personnel? What format would this inventory need to be in? Are there specific Commonwealth forms that are required to be filled out with delivery of returned equipment?	Yes. The inventory format will be agency-specific. Commonwealth will provide DGS Surplus Forms to the successful Contractors.
170	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” will the purchasing agency provide a dock and pallet jack for unloading of palletized PC equipment at the warehouse location, as well as provide an appointment date/time for delivery to ensure dock and warehouse availability?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
171	38	IV-3-B-3	For the service of “Device Return to DGS Surplus Warehouse,” is the Offeror to work under supervision of the purchasing agency or directly with DGS on the return of equipment?	The Contractor will work under the supervision of the purchasing agency until arrival at the DGS Surplus Warehouse.
172	38	IV-3-B-3	Is there any limitation on the quantity of returned equipment that can be delivered at one time to the DGS warehouse?	The agency will work with DGS to determine delivery schedule.
173	38	IV-3-B-3	For the service of device relocation, can the Commonwealth confirm that the Offeror will be	Yes, successful Contractors will be picking up pre-packed PCs

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			picking up pre-packed PCs from an agency location and delivering to a new location?	from an agency location and delivering to a new location.
174	38	IV-3-B-3	For the service of device relocation, will the Offeror be responsible for providing equipment insurance?	Yes.
175	38	IV-3-B-3	For the service of device relocation, will the purchasing agency provide a schedule to the Offeror to deliver equipment from the staging/storage area to the employee's desks or installation area?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
176	38	IV-3-B-3	For the service of device relocation, will the Offeror be required to provide status reports of installations completed, installations outstanding and issues?	Yes. At a minimum, a report should be provided on a weekly basis to the agency.
177	38	IV-3-B-3	For the service of device relocation, can the Offeror assume that this scope does not include the installation of any new equipment, including but not limited to, peripherals and add -on cards?	Yes.
178	44-45	IV-3-C-2(x)-(xi)	For the service of device relocation, can the Commonwealth confirm that the purchasing agency is responsible for any data destruction, data transfer, troubleshooting, data backup, virus	Successful Contractors shall be responsible to verify with agency that data destruction, transfer and/or backups were completed prior to moving

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			removal, asset tagging, and device transport upstairs where an elevator is not available?	equipment. As set forth in Part IV, Section IV-3.C.2(x) and (xi) of RFP 6100039046, damages “resulting from the transfer of equipment during relocation are not the responsibility of the Commonwealth.”
179	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
180	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Offeror assume that the purchasing agency will provide a specific location for the disk wiping process within the same building? Will the purchasing agency provide electric for a minimum of 10 units simultaneously?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
181	38	IV-3-B-3	For the service of “On-premise Disk Wipe,” can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	The vendor will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
182	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the offeror be required to observe the function of equipment to be relocated, including possibly performing diagnostic tests and recording any damage to exterior of equipment to be packed?	The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.

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183	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” will the Offeror be required to provide insurance for the value of the equipment, as indicated by the agency contact in writing?	Yes.
184	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” is the Commonwealth ITB SEC015 still the current protocol?	Yes.
185	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” does the purchasing agency request all serial numbers of working and non-working units?	Yes.
186	38	IV-3-B-3	For the service of “Off-premise Disk Wipe,” in what format would the Commonwealth request a report with proof of disk wipe to the agency contact? Can this be sent electronically to the agency?	Please refer to the information provided in ITP SEC-015.
187	38	IV-3-B-3	For the service of “Off-premise Disk Wipe”, can the Commonwealth confirm that the Offeror will not be responsible for any non-working computers or units that cannot be successfully wiped because of hardware or other issues?	Successful Contractors will be responsible for providing the hard drive to the agency, after the parties confirm the non-working status.
188	38	IV-3-B-3	For the service of “Hard Drive Removal,” can the Commonwealth confirm that the Offeror would be only required to remove the hard drive from the existing device, label the hard drive, and transport it to a designated customer site?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
189	38	IV-3-B-3	For the service of “Hard Drive Removal,” will the Offeror be required to provide any documentation to be included with the removed hard drive?	Please refer to the information provided in ITP SEC-015.
190	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume this service is to be completed at an off-site location?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
191	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume a maximum of a 50 GB image will be installed per device? Can the Commonwealth also confirm that a test device is to be sent to the purchasing agency prior to full imaging production for image validation?	No. This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
192	38	IV-3-B-3	For the service of “Image Deployment,” can the Offeror assume that after device imaging, verification of boot-up, and packaging, that the scope is complete?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
193	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency supply a fully tested image with all required software, device drivers, licensing and software activations installed?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
194	38	IV-3-B-3	For the service of “Image Deployment,” in what format will the purchasing agency provide the image to the Offeror?	This issue is addressed in the revised RFP 6100039046, posted

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#	RFP Page Number	RFP Section Reference	Question	Answer
				on January 20, 2017, as part of Addendum Number 7.
195	38	IV-3-B-3	For the service of “Image Deployment,” will the purchasing agency require more than one ‘gold’ image per scheduled installation?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
196	38	IV-3-B-3	For the service of “Image Deployment,” will there be a documented Change Process if purchasing agency requests and image update during scheduled installation?	The agency will work with the successful Contractor on a documented Change Process.
197	38	LOT 1	For Lot 1, the leasing amount that is requested is the annual cost of the four year lease. However, the total in the upper portion of the spreadsheet is the annual cost multiplied by the quantity, not the entire 4 year cost. Does the Commonwealth wish to calculate based on the entire lease cost or only the annual cost?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
198	29	III-4-C	In the case of two competing Small Diverse Prime offers in a single lot, will each SDB receive the maximum points for that section?	Yes. Any Small Diverse Business responding as Prime Offeror will receive the maximum 200 points for the Small Diverse Business and Small Business Participation

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#	RFP Page Number	RFP Section Reference	Question	Answer
				Submittal. See RFP 6100039046 Part II, Section II-4C5 for scoring methodology.
199	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have a preference for migration methodologies? Commonly used methods include array based and host based migrations.	No, the Commonwealth does not have a preference.
200	Lot 5	Appendix C Cost Submittal	Please specify the scope of the Commonwealth's server environment in terms of physical and virtual environments. If possible, please specify number of host/virtual host by environment.	The Commonwealth does not have this information; however, there is an emphasis on virtualization across all agencies.
201	Lot 6	Appendix C Cost Submittal	In reference to the cloud as a whole which cloud provider, if any, do you use today?	Cloud services is not within the scope of this procurement.
202	Lot 5	Appendix C Cost Submittal	Does the Commonwealth have any mainframe exiting today on the floor? If so, how long you plan to keep it?	These devices will be procured through a separate procurement.
203	39	IV-3.D.(2)	Does the OEM Representative have to be an employee of the designated OEM or can the OEM Representative be an employee of the Prime Contractor's Team?	The OEM representative must be an employee of the OEM. This is to ensure direct access to the OEM is available for issue resolution.
204	38	IV-3. Requirements.	On the cost worksheet, you are looking for a consumption model pricing does it require the	Consumption based pricing models are to be defined by

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#	RFP Page Number	RFP Section Reference	Question	Answer
			Operating systems and applications provided by the supplier?	Offerors for review by the Commonwealth.
205	38	IV-3. Requirements	On the cost worksheet consumption model, do you require managed services for any of the three scenarios (onsite, outsourced data center, or our own data center)? We can do all three if that is what you are looking for?	Please refer to the answer to Question #204 .
206	38	IV-3. Requirements	Do you have a preference on the usage model billing (number of users, server utilization) types we can do or something else in mind?	Please refer to the answer to Question #204 .
207	Tab 5&6	Appendix C Cost Submittal	There is no allowance for Converged and Hyper Converged solutions? How is that being handled since it is on the current contract?	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
208	Tab 6	Appendix C Cost Submittal	Under the current contract, we also have been able to sell data protection backup storage solutions. These don't really fit into your 3 categories. How should that be handled?	Please provide those solutions with relevant pricing and any other added services, in “Additional Options” in the “Services – Options – Upgrades” section
209	Tab 1	Appendix C Cost Submittal	<p>We believe the Desktop specification of an Intel® Core™ i5-6600 (3.9 GHz) CPU or equal is not in the best interest of the State.</p> <p>Please allow us to explain: All microprocessors are not created equal and therefore using a clock speed like 3.9Ghz could lead to disappointing performance for the State. The real issue is around the “or equal” concept. There is an industry standard benchmark For PC performance productivity call SYSmark 2014 (see here for details). The Intel® Core™ i5-6600 (3.9 GHz) CPU you request has a SYSmark 2014 number of 1638. Another CPU in the industry called the AMD FX-4350 4.2 GHz has a SYSmark 2014 score of 925. (the higher the score on the SYSmark 2014 test, the better the performance). A typical evaluation without the SYSmark numbers would have most people believing that 4.2Ghz is an “equal or better” CPU than one operating at 3.9Ghz – but clearly that could not be further from the truth. The Intel processor</p>	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>exceeds the AMD processor performance by 77%. Clearly these two processors are not in the same category and should not be evaluated against each other. We recommend the State use a benchmark performance level to guarantee they are comparing systems with similar performance levels and guarantee your satisfaction with the winning solution. For instance, we recommend the specification read: The Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered for this category.</p>	
210	Tab 6	Appendix C Cost Submittal	<p>What SLA's should be used when considering RTO and RPO for backup and recovery?</p>	<p>These are determined by the service level procured with the device.</p>
211	Tab 6 Lines 37, 38	Appendix C Cost Submittal	<p>The minimum configuration specifications are for IBM's SVC. Are you looking for responses for the other OEM's similar or equivalent technical solution or only IBM's?</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p>
212	Tab 6	Appendix C Cost Submittal	<p>Does the configuration need to be identical to what is mentioned in the spreadsheet or are you open to modernization? IE 146GB, 300GB 10k and 15K RPM spinning drives are old technology - is that the technology that CoPA wants to move forward with?</p>	<p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
213	Tab 6	Appendix C Cost Submittal	Will denser drive options be considered (we are able to offer a 15TB SSD)?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
214	Tab 6	Appendix C Cost Submittal	All the specs on the spreadsheet are tailored to spinning disk. Will an All Flash configuration be considered?	The Commonwealth prefers a Solid-State Drive; however, a spindle drive is acceptable.
215	Tab 6	Appendix C Cost Submittal	What will the purpose be between the two configurations? Non-best value vs best value. Will these be two separate storage offerings? Higher performing storage tier and lower performing storage tier?	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual server orders will be custom based on the needs of the customer at the time of order.
216	Tab 6	Appendix C Cost Submittal	Will the RAID types be consistent across all frames or will some frames be configured differently than others?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
217	Tab 6	Appendix C Cost Submittal	What will the initial frame building block capacity be day 1? Usable TiB, provisioned TiB, and written TiB?	The Commonwealth does not have this information.

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#	RFP Page Number	RFP Section Reference	Question	Answer
218	Tab 6	Appendix C Cost Submittal	<p>Best practice is to solution for Capacity/Configuration/Workloads i.e. Approximate number of LUNs Approximate number of hosts Approximate number of host initiators IOPS and MB/sec per array, peak and average Read/Write ratio</p> <p>What applications will run on the new infrastructure (e.g. Oracle database, SAP, SQL, Exchange, VDI, Splunk, etc)?</p> <p>What host platforms (server types) and operating systems/versions are present in the environment?</p> <p>What storage protocols will be considered — block, file, or both?</p> <p>How should we take this into account?</p>	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
219	Tab 6	Appendix C Cost Submittal	<p>SVC is mentioned. What is the purpose of SVC? Will this be used for data services IE compression and encryption? Will SVC be used for storage virtualization and data mobility?</p> <p>What is considered base vs advanced software that is to be included i.e. remote replication, local replication /snapshots, File, etc.</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
220	Tab 6	Appendix C Cost Submittal	Are fiber channel switches to be included? 4GB ports are mentioned, will 16GB be considered?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
221	Tab 6	Appendix C Cost Submittal	4GB HBAs are mentioned for the hosts. Going forward will this be true or will 16GB HBAs be considered?	<p>This will be covered as part of pre-sales assistance.</p> <p>The agency will work with Contractor to design the solution at the time of purchase.</p>
222	Tab 6	Appendix C Cost Submittal	Will backup/recovery solutions be part of this RFP?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section of Appendix C, Cost Submittal Response Template.
223	Tab Lot (all)	Appendix C Cost Submittal	How does the Commonwealth expect training for the various solutions to be presented as part of this RFP?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
224	Tab 6	Appendix C Cost Submittal	Is self-service storage provisioning being considered?	This is beyond the scope of this procurement.
225	Tab 5 & 6	Appendix C Cost Submittal	There is no infrastructure such as networking identified in RFP? Is networking to be considered in the response? If not, what is planned network that will be utilized? What about other infrastructure components such as firewall, load balancers, etc?	This is beyond the scope of this procurement.
226	35	IV-3. A	Is CoPA looking to receive only a certain number of responses for each OEM since OEM's have hundreds of certified partners that could respond? If so, what is the number responses per OEM CoPA is accepting?	There is no limit on the number of responses per OEM.
227	4	Calendar of Events	The schedule has the Responses to Questions expected on Friday January 13. The following Monday, January 16 is a Federal Holiday (MLK). Because the current due date is Friday January 27th, this does not give vendors sufficient time to review and revise any content based on the response to the QA and any possible amendment. We are asking for a one-week due date extension to the schedule as currently published. This will give us sufficient time to finalize and ship the proposal on time to meet the revised due date.	Please refer to the answer to Question #1 .

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#	RFP Page Number	RFP Section Reference	Question	Answer
228	26	II.3	<p>The RFP stipulates the Cost Proposal is to be sealed (section II.3). However, at the bidder’s conference, it was mentioned that the cost proposal and the technical proposal reviews will be done simultaneously for the full evaluation (i.e., it was stated that a newer technology that met or exceeded the requirements specified would be technically evaluated with the price since the technical evaluators would be able to see the pricing as well). Will the cost proposal remain sealed until the technical proposal evaluation and scoring has been completed? Will there be a release of the technical scoring along with a public cost opening? It is suggested that additional technical scoring points be given if the proposed configuration exceeds the minimum configuration stated in the RFP and be separately evaluated from pricing. This allows the evaluation to be fair and objective.</p>	<p>The technical and cost scoring will be completed independent from each other. The technical scoring team will be given access to Appendix C, Submittal Response Template, to ensure device specifications meet the requirements of each lot. Additionally, costs will not be opened publicly. Pursuant to Section 513(d) of the <i>Commonwealth Procurement Code</i>, 62 Pa. C.S. § 513(d), proposals “shall be opened so as to avoid disclosure of their contents to competing offerors.”</p>
229	Tab 5& 6	Appendix C Cost Submittal	<p>Management software and process(es)? Will these be necessary in the response?</p>	<p>Management software and process(es) may be procured as a component of the hardware purchased, so long as a software license agreement has been negotiated with the Commonwealth.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
230	Tab 5& 6	Appendix C Cost Submittal	What workloads will be running on these platforms? What are your performance objectives? (iOPS, throughput, etc.)	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
231	Tab 6	Appendix C Cost Submittal	Besides components like firewalls is there requirements for security (DAR or data inflight encryption)?	Please refer to the Information Technology Policies located at http://www.oa.pa.gov/Policies/Pages/itp.aspx# .
232	Tab 6	Appendix C Cost Submittal	When sizing, is there any guidance on compression/dedup ratios? Or should we consider industry standard for general purpose workloads?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
233	35	E.4	Do any form-factor preferences exist?	The default is for Lot 1, Desktops, is minitowers with options for small form factor, ultra-small form factor and desktop.
234	35	E.4	Please provide processor generations (versions) as many of the processors mentioned here have various iterations (or specify "latest").	Please provide the processor generation defined in the specifications located in Appendix C, Cost Submittal Response Template.

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#	RFP Page Number	RFP Section Reference	Question	Answer
235	35	E.4	Please confirm “BaseT” on 10G network card(s) (this is in often cases an SFP adapter and not BaseT).	For Lot 5, the default is BaseT with the option for SFP.
236	35	E.4	Please elaborate or provide example “Self-Cleaning” server requirement.	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
237	35	E.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	The intent is to move from a capital expenditure model to an operational expenditure model with added agility.
238	35	F.4	SVC Nodes are specific to IBM storage. Please ensure that SVC Nodes are not a requirement for submissions. In addition, please confirm the technical requirement for “I/O Groups” so that functionality can be appropriately duplicated in response.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
239	35	F.4	Please confirm arbitrated loop is only within the storage architecture itself and will not be used for any host-to-storage communication.	This will be covered as part of pre-sales assistance.

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#	RFP Page Number	RFP Section Reference	Question	Answer
				The agency will work with Contractor to design the solution at the time of purchase.
240	35	F.4	Please confirm that while storage switches will support an OPEN device attachment, that no FICON requirement exists within the identified configuration.	There are currently no FICON requirements that exist within the identified configuration.
241	35	F.4	<p>For Each Configuration:</p> <ol style="list-style-type: none"> 1) Is the Commonwealth open to more economical storage options rather than the 146GB 15k Disk type? 2) Please confirm 4TB usable disk storage for the entire disk array 3) Please provide an IOPS (Input/Output per second) target to ensure that requirements are obtained using modern storage sizing and functionality techniques 4) Please advise on the object-storage presentation method (REST API/CIFS/NFS) required from the array 5) Please provide additional data service desired or applicable to the sizing effort (i.e. – deduplication, compression, etc..) 6) Please provide any security functionality required within the storage array (i.e. – Encryption of data at rest) 	The configuration identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
242	35	F.4	Many consumption-based programs exist for datacenter services, with many caveats and decision criteria contributing to program selection. Can you please define the intent of the consumption-based approach? For example, more rapid response to growth needs by providing equipment in advance of ordering; or, reduction of initial capital expenditure.	Please refer to the answer to Question #237 .
243	18-20	Appendix H	Lot 5 relates to Server Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
244	20-23	Appendix H	Lot 6 relates to Storage Hardware and Services. Some of the questions in this section are not relative to the solution as this is a hardware procurement. Can you please clarify the questions that do not require a response?	Offerors must respond to all questions.
245	All	Appendix E	<p>The Commonwealth includes a Software License Agreement as Appendix E. How does the Commonwealth envision resellers to respond to this document?</p> <p>Please consider that resellers are not the publisher of the software and have no authority to amend their terms of use?</p>	The reseller needs to be aware there must be an agreement between the commonwealth and the software publisher prior to a third party software being provided through this contract.

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#	RFP Page Number	RFP Section Reference	Question	Answer
246	Tab Lot (all)	Appendix C Cost Submittal	There are a wide variety of Accessibility needs and many hundreds of products which address them. Some products serve a primary function and also serve to address a disability in another way and this list is quite dynamic as new technology advances are made. It seems impractical to list all of these within the pricing sheet as designed. So, to the point: If an Offeror provides hundreds of products that address a multitude of disability options across all six lots, how would the Commonwealth wish to see this information presented for evaluation? Perhaps a discount structure could be leveraged to better serve the Commonwealth as opposed to a FFP on this many potential products?	Accessibility options are for informational purposes only. Once awarded, the commonwealth will determine which options to make available for the contract.
247		Appendix C Cost Submittal	In the optional services, by data transfer, do you mean data migration from one system to the other or something else? And if so, what else?	Data transfer is the transfer of data from one device to another or from a network to a device.
248	Lot 6	Appendix C Cost Submittal	Lot 6 cost submittal response has title “Services-Options-Monitors”. Is the word “Monitors” supposed to be there and if so for what reason?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
249	5	Appendix H	The instructions for Appendix H state “Instructions: Fill out the yellow shaded areas only, as applicable. Each Lot has its own section, so please respond to all questions for each Lot for	This issue is addressed in the revised Appendix H, Technical Submittal Response Template,

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#	RFP Page Number	RFP Section Reference	Question	Answer
			<p>which you are submitting a proposal.” Will the Commonwealth allow bidders to delete the yellow text boxes within ‘Appendix H, Technical Submittal Template’ and replace them with our written responses directly into the body of the Word document to facilitate proper formatting of our content, or is it mandatory that all written content be contained within the yellow text boxes provided?</p>	<p>posted on January 20, 2017, as part of Addendum Number 7.</p>
250	Lots 5 & 6 All Defined Configurations	Appendix C Cost Submittal	<p>Hyper-Converged is not listed as a technology covered in this RFP. Can you please advise on the purchasing model through this contract vehicle?</p>	<p>This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.</p> <p>The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.</p>
251	LOT 5	Appendix C Cost Submittal	<p>What is meant by the term "Self-Cleansing Capability?"</p>	<p>Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
252	LOT 5/6	Appendix C Cost Submittal	Most manufacturers do not offer Basic warranty service for enterprise level hardware such as servers and storage as requested in the RFP but offer a minimum standard level of service that equals the Enhanced category. How should the Offeror handle this situation?	Please provide the most applicable pricing available based on each service level tier.
253	LOT 5/6	Appendix C Cost Submittal	List prices for the equipment are different for each level of service being offered. How should the offeror indicate different list prices for each service level in Appendix C?	The discount level indicates the service level. The list price of the device should not change.
254		APPENDIX E	As a reseller, our company does not own or have the ability to negotiate software license terms, those must be negotiated with the licensor itself. How will the Commonwealth handle this situation?	Please refer to the answer to Question #245 .
255	AM-06.1	APPENDIX K	Does "defective hardware" refer to machines that are received in an inoperable condition? Are there any other situations that would relate to "defective hardware" under this SLA?	Yes, this SLA refers to any defective or incorrectly delivered hardware.
256	42	Contracting Requirements - Small Diverse Business Certification	If the OEM responds as a Prime Contractor with a SDB as an agent, what counts towards "actual contract spend" with the SDB? Would the entire purchase amount count towards the spend or just the agent fee (ie. the margin received by the SDB)?	If SDB is issuing a PO for purchases of goods and then invoices the Prime for same goods, then SDB will receive full credit for the invoices submitted.

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#	RFP Page Number	RFP Section Reference	Question	Answer
				<p>If the Prime is the one who is responsible for PO's for goods and the SDB is only receiving a percentage (%) lift/margin, then the SDB only receives credit for the % lift/margin.</p>
257	Tab for Lot 1 and Lot 2	Appendix C Cost Submittal	<p>Can the Commonwealth specify the type of lease that we should price? For example, does the Commonwealth want to retain ownership of the equipment at the end of the lease or trade it in for refreshed technology.</p>	<p>Please refer to Section K, Purchase Option, of Appendix 1 of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.</p> <p>As to the type of lease, this will be covered as part of pre-sales assistance.</p> <p>The agency will work with vendor to design the solution at the time of purchase.</p>
258	Section 1 C & D	Appendix L, Service Mgmt Integration Requirements	<p>Can the Commonwealth go into more technical detail regarding the responsibilities of the offeror with respect to transmission or receipt of data for the web service integration referenced in Section C and the integration with monitoring tools in Section D?</p>	<p>Hardware associated with this ITSM solution consist of Virtual MidServer that are maintained and managed by OA/OIT at the EDC on the virtual farm. SNMP monitoring of these devices is the responsibility of OA/OIT.</p>

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#	RFP Page Number	RFP Section Reference	Question	Answer
259	38	Supply Chain Mgmt / Managed Logistics	The Commonwealth has stated that they would like a contractor that can provide staging and storage. There is not a related item in the Cost Proposal for staging and storage. Are we to assume the Commonwealth is looking for this to be offered free of charge? If yes, what kind of expectations does the Commonwealth have in terms of batch delivery? For example, staging 500 units and delivering in 100 unit batches has a very different cost than staging 500 units and delivery in 10 unit batches.	This issue is addressed in Part IV, Section IV-3 of the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
260	Lots 1 & 2 Services	Appendix C Cost Submittal	What is meant by the service "Preparation for Shipment"? Is this an add-on service in the case that asset tagging or image deployment are performed offsite?	This service will be procured when an agency requires that the Contractor prepare and pack device(s) for shipment from one Commonwealth location to another. This charge does not apply to the initial delivery of the device.
261	Order Delivery	Appendix K, Service Level Agreements	The Commonwealth has requested a ten (10) delivery timeframe on equipment. Servers and storage that are configured to order can typically take longer than 10 business days to build and deliver depending on the complexity of the system. Can this requirement be waived for Lots 5 and 6?	This issue is addressed in the revised Appendix K, Service Level Agreements, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
262	Order Delivery	Appendix K Service Level Agreements	At various times, manufacturers around the globe experience issues due to shortages in parts supply. While it is very infrequent, it has happened, and if it happens during the term of the contract would the Commonwealth be flexible in the issuance of credits for orders if the communication between the vendor and the Commonwealth on these issues is immediate and consistent?	This type of situation should be planned for by the contractors, but will be addressed on a case by case basis during the term of the contract.
263	Lot 6 All Configuration s; row 37 and 68 "Nodes"	Appendix C Cost Submittal	The requirement for "Storage Volume Controllers(SVC)" is a proprietary product offering from only one vendor, this will limit competition. Please update the node requirements to reflect the technical specification that is required.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
264	34 F.	Lot 6—Storage Hardware	This includes enterprise storage systems, Network Attached Storage (NAS) and Storage Area Network (SAN) solutions. In Appendix C. Cost Submittal Response Template (rev. 12.15.16), tab lot 6 the component requirement are the same and only reflect a Storage Area Network (SAN) solution. In attachment C we do not see technical requirements for a NAS solution, can you please clarify?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
265	Lot 5 All Configuration	Appendix C Cost Submittal	Is Self-Cleansing Capabilities a service that needs to be included in the base price of the hardware?	Yes.

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#	RFP Page Number	RFP Section Reference	Question	Answer
	s; row 39 and 61 "Self-Cleansing Capabilities"			
266	Lot 5 Best Value High End Server 1B; row 44 "Flash"	Appendix C Cost Submittal	When referencing “flash adapter” are you using that interchangeably for IO accelerators? NVMe accelerators?	Yes, the item is generic so as not limit to a single vendor or technology.
267	Lot 5 Non-Best Value configs	Appendix C Cost Submittal	You call for “on board SATA” and 100G HDD. What is the purpose of these drives?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
268	Lot 6 Non-Best Value Object Storage	Appendix C Cost Submittal	The storage technology interface requested is fiber channel along with the cables but there is a notation for SCSI and a request for a Network Interface Card. Can you please clarify what you are looking for in this request?	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
269	Lot 5 & 6	Appendix C Cost Submittal	The List Price data entry cell for each of the Configurations is blacked out for the Enhanced and Critical Service Levels, however each service	Please provide one representative list price and

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#	RFP Page Number	RFP Section Reference	Question	Answer
			level will require a unique list price, can the state update the template to distinguish separate list prices for each service level? Alternatively, if it is the intent that the pricing in this section only include standard warranty and support after warranty should be included in the Options/Upgrade section please specify as such.	apply separate discount off lists per service level tier.
270	Lot 5 & 6	Appendix C Cost Submittal	What is the purpose of the “Discount off List for all other Low End Servers/Cells” cells in the Lot 5 Cells, C50 and Cell C56 Lot 6 Cells? If discounts need to apply to all potential non-best value configurations, please specify the technical requirements range for Low, Medium and High End Server ranges.	We would like the Offeror to be explicit in terms of the overall discount off list that is applied to the potential non-best value configurations. This discount off list should be representative of the discounts applied to each corresponding service tier. The technical requirements are specified in each “Component” and associated “Minimum Requirements.”
271	Lot 5 & 6	Appendix C Cost Submittal	How many years’ post warranty service is required? Please confirm (4) years of support is required for all products.	4 years are the minimum years of support required for all products. We will allow up to 60 months however.
272	Lots 5 & 6	Appendix H Technical Submittal	Can you provide the location(s) where the equipment is to be in production?	In Commonwealth-owned or Commonwealth-managed locations.

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#	RFP Page Number	RFP Section Reference	Question	Answer
	Section 19 Consumption Model			
273	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	If offsite hosting of the equipment and services is allowable, are there locations restrictions? If so, please list.	Offsite hosting is beyond the scope for this RFP
274	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	In a consumption model, can you provide the starting capacity in storage and servers you require, and expected growth for the next 4 years.	This information is not available at this time.
275	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Can you please specify the length of the procurement contract? Minimum years and any extensions.	The term of the contract(s) will commence on the Effective Date, as set forth in Appendix A, and will last three (3) years. The Commonwealth may renew any of the contracts for up to two (2) additional years.
276	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Does the State have specific software or OS requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.

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#	RFP Page Number	RFP Section Reference	Question	Answer
277	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	For a consumption model, does the State allow the use of offsite Administration or does the State need any assistance with administering the storage and server environment.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
278	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Initial workloads? Is there legacy equipment HPE – Financial Services could buy back and remove ongoing maintenance cost.	This is dependent upon the contract under which the legacy equipment was procured.
279	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How is Demand Management integrated with Capacity Management to ensure that capacity is adjusted in accordance with demand forecasts and patterns?	The Commonwealth expects the Offeror to propose pricing models that include demand and capacity management.
280	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Is there a formal capacity plan produced yearly, that incorporates Business forecasts and requirements?	The Commonwealth does not have this information at this time.
281	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the average hardware utilization rate before you have to order new hardware?	New hardware is ordered to replace end-of-life hardware and the implementation of new applications/projects.

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#	RFP Page Number	RFP Section Reference	Question	Answer
282	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is your desired infrastructure state? (Hybrid private/public?) Is infrastructure shared/optimized across projects and business?	This question has no bearing on an Offeror's response to this RFP.
283	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	What is the typical provisioning lifecycle, from concept/requirements to full scale production deployment?	This can vary project to project and agency to agency.
284	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How are you dealing with increasing IT demands while trying to mitigate risks and cut costs? If the infrastructure is over-provisioned, how much extra capacity (%) do you typically add?	This can vary project to project and agency to agency.
285	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	How does IT demonstrate their value to the business in terms that the business understands?	This question has no bearing on an Offeror's response to this RFP.
286	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever experienced a sudden, sustained and unexpected surge in IT services?	This question has no bearing on an Offeror's response to this RFP.

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#	RFP Page Number	RFP Section Reference	Question	Answer
287	Lots 5 & 6 Section 19 Consumption Model	Appendix H Technical Submittal	Have you ever “run out” of IT Infrastructure capacity, or got so close to 100% processing/storage capacity that you’ve had to take urgent action, e.g. rent temporary capacity or request urgent approvals?	No, the Commonwealth has not experienced this.
288	29	C	Can the PRIME also be Small Business and Small Diverse Business entity as a single source?	In order to qualify as a Small Diverse Business, a business must first qualify as a Small Business. A Small Diverse Business is, by definition, a Small Business. A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. Please refer to RFP Part I, Section I-13 of RFP 6100039046.
289	20	C- #5	Maximum 200 points: Can the SB and SDB be the same company in calculation of the points or does it have to be 2 separate companies.	Please refer to the answer to Question #288 . A business entity can only be counted once as part of the Small Diverse Business/Small Business submittal. A Small Diverse Business by definition is a Small Business. However, a Small Diverse Business receives a higher percentage of points than a Small Business in scoring.

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#	RFP Page Number	RFP Section Reference	Question	Answer
				Please refer to the scoring formula in RFP 6100039046 Part III, Section III-4C5.
290	4	Calendar of Events	What is the anticipated award date of the contract after submittal to the commonwealth of PA after January 27, 2017?	The Commonwealth cannot determine a timeframe at this time since we are not sure how many proposals will be received for this procurement.
291	35	Requirements IV-3	(3) years of experience working with public sector clients. Additionally, Offeror must have experience serving at least one (1) large state government similar to the Commonwealth. Question: Does 9 Years Public Sector Experience in Federal Accounts (Both DOD and Civil) by SDV meet your requirements?	That would satisfy the requirement for (3) years of experience working with public sector clients. Please note this is not a mandatory requirement, this is a preference and will be evaluated as part of the vendor proposal.
292	35	(i)	Offerors must be able to provide a punch-out site for order placement. CLARIFY PUNCH OUT SITE: 1.DEDICATED WEB PAGE TO PA FOR ORDERS ELECTRONICALLY? WHAT TYPE OF PAYMENT (CREDIT CARD) OR OPEN PO.? More DETAILS NEEDED ON THIS REQUIREMENT.	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
293	Lot 6 SAN switches	Appendix C Cost Submittal	Redundant SAN switches to initially support 20 connections (16 connections to 8 servers, and 4 connections to 1 storage array). Expansion	This will be covered as part of pre-sales assistance.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			capability to 64 ports was requested. Will the expansion ports be for servers, storage, or both?	The agency will work with Contractor to design the solution at the time of purchase.
294	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Does the Commonwealth of PA want separate block and object storage devices, or do they anticipate running mixed block and object storage environments on the same storage devices?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
295	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the total usable space requested. The best value arrays were requested with capacities of 4 TB (RAID5), and the non-best value arrays were requested with capacities of 2 TB (RAID5). Are these usable or raw capacities? Are the 4 TB and 2 TB capacities per controller or per array? 1 PB total usable storage was also specified. Please clarify how the specifications calculate to 1 PB.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
296	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Initial arrays were requested with 4 TB and 2 TB capacities, with anticipated quantities of 25 over the 3-year contract. Does the Commonwealth of PA anticipate storage additions to the initial array(s), or 25 separate arrays? If 25 separate arrays, will these reside in the same data center, and will they replicate to each other? If separate arrays will reside in separate data centers, how far apart will these be?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
297	Lot 6 Non-best value object storage arrays	Appendix C Cost Submittal	The non-best value object storage array mentions FC, iSCSI, and IP-based, but the switches requested are to support 4 Gb/sec, which would be FC. Please clarify if the Commonwealth of PA looking for iSCSI, FC, or FCoE storage, and what switch technology.	Today, most storage is connected via fiber channel. However, the Commonwealth want to leave options open for iSCSI and FCOIP use in the future.
298	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What types of IT administrative servers will be in use? Physical servers, or virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
299	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What server environment(s) will be deployed? Physical servers? Virtualized servers? If virtualized servers, which hypervisor(s) will be deployed?	Server environments may include, but are not limited to, DEV, CIT, TRG, TFP, UAT, & PROD. Most servers are virtualized using VMware vSphere. There will also be the need for standalone physical servers.
300	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	What percentage of your current storage is a) Dell, b) EMC, c) HDS (Hitachi), d) HPE, e) IBM, f) NetApp, and g) Nimble?	This question has no bearing on an Offeror's response to this RFP.
301	Lot 6	Appendix C Cost Submittal	What self-cleaning technology is in use today on a) servers, b) desktops, c) laptops, d) tablets, and e) storage?	Please review the Commonwealth's ITP SEC-015, Data Cleansing Policy, for more

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	Block and object storage arrays			information on the broader spectrum of Self-Cleansing requirements.
302	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Best Value Storage compared to Best Value Block Storage and Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
303	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	Please clarify the function of Non-Best Value Storage compared to Non-Best Value Block Storage and Non-Best Value Object Storage.	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
304	Lot 6 Block and object storage arrays	Appendix C Cost Submittal	The RFQ specifies "8 Storage Volume Controllers(SVC) nodes, configured in two (2) node clusters providing four (4) I/O Groups." This requirement is specific to old technology IBM storage. Is the intent of Lot 6 of this RFQ to essentially lock out other vendors (OEMs)? If not, then the specifications of Lot 6 need to be rewritten to encompass more modern storage offerings from all eligible vendors (HPE Dell, EMC, HDS, IBM, NetApp, and Nimble).	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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305	Lot 5 & 6 Services - Options - Monitors	Appendix C Cost Submittal	Please clarify the following service: "Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)." Does this refer to returning failed disks (with keep your disk support) to the Commonwealth of PA's warehouse, via a shipping or courier service?	This service refers to the shipment of decommissioned devices from the agency to the DGS Surplus Warehouse by the Contractor.
306	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Although we have read the reference document, we would like further clarification on what is meant about "Self-Cleansing Lot 5 Capabilities".	Please describe the OEM's means of providing data cleansing services and the capabilities of the device to be cleansed in accordance with ITP SEC-015.
307	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	It has been noted that the configurations are based on years old technology. Would you prefer that we quote refurbished in order to meet the specifications? If not, we will need better guidance on what your needs are so that all bids will still be comparable.	The requirements are for new equipment. Please provide proposals that meet the Commonwealth's minimum requirements as stated in Appendix C. In the adjacent columns, please provide your suggested enhanced specs in the corresponding "Actual Spec Proposed, if higher" column.
308	Lot 5 Best and Non Best Value Configurations	Appendix C Cost Submittal	Could you clarify what your goal is for "Non Best Value Configurations"?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on

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				the needs of the agency at the time of order.
309	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You mentioned "Image Deployment "but most servers were configured with no OS. Can you clarify what OS and deployment options you require?"	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
310	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	You included "Hard Drive Removal" in this section but specified "Keep Your Hard Drive" in the configurations. Can you clarify?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
311	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades" you include options that depend on the individual specification/configuration. How would you like that to be noted?	Please provide the respective individual specification/configuration in the associated "Notes, if any" column or in the "Additional Options" section at the bottom of the "Services – Options – Upgrades" section.
312	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	Under "Options/Upgrades", what do you mean by "HBA requirement"? Above, you specified 2 different type of HBAs.	Offerors should respond with the HBA's that it can provide.

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#	RFP Page Number	RFP Section Reference	Question	Answer
313	Lot 5 Services - Options - Monitors	Appendix C Cost Submittal	For "Disk Wipe", do you have a preferred method?	Please refer to the information provided in ITP SEC-015.
314	LOT 5	Appendix C Cost Submittal	Since an emerging cost effective technology for servers is the modular or blade server implementation, would it not behoove the Commonwealth to add a modular configuration to the pricing analysis? This would provide a more accurate assessment to the Commonwealth of future costs. It would greatly enhance our thought process in truly understanding your virtualized environment today and how we can shape its tomorrow for the commonwealth. Alternately, could a separate or 'sub lot' be added for this technology?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
315	36	IV-3. A.2.i	To increase competition with qualified OEMs, will the Commonwealth consider revising their choice for Gartner's Magic Quadrant for Modular Servers to include more current version(s) from 2016?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
316	Tab Lot (all)	Appendix H Technical Submittal	Does the state want references to highlight the qualifications of the OEM, the offeror or both?	The qualifications should focus on the Offeror's ability to provide the OEMs products and services.

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#	RFP Page Number	RFP Section Reference	Question	Answer
317		RFP	How does this contract differ from COSTARS contract 3	The awarded contracts are for Commonwealth agencies to utilize. COSTARS contracts are not available for use by commonwealth agencies.
318		RFP	What agencies would procure product from this contract that cannot purchase off COSTARS? Why would an agency utilize one over the other?	Please refer the answer to Question #317 .
319	8	I-12	The RFP states "Offerors shall submit two (2) complete and exact copies of the entire proposal (Technical, Cost and SDB submittals, along with all requested documents listed above) on CD-ROM or Flash drive". Does the Commonwealth want two CD-ROMs or Flash drives with one copy on each?	Yes.
320	Lines 13-16; Lines 17-20 SLA ID AM-04.1 and SLA ID AM-04.2	Appendix K. SLAs	These SLAs appear to be created for OEMs selling direct. As a reseller of the equipment, we cannot control certain aspects of the requirements listed in these SLAs. Will the Commonwealth consider revising these requirements to accommodate resellers wishing to bid?	No.
321	5	I-5. Type of Contract	According to the RFP, "It is proposed that if the Issuing Office enters into contracts as a result of this RFP, they will be firm, fixed price contracts containing the Standard Contract Terms and Conditions as shown in Appendix A." Does the	Yes.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			firm, fixed price refer to both product procurement and services contracts?	
322	Lot 5 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, within the functional parameters alone, there are multiple options (blades vs. rack-mount, 1u vs. 2U, centralized vs. distributed vs. shared infrastructure, highly-densed drives vs highly-densed CPU, L1 vs. L2 vs L3. for caching, SLC v.s MLC vs. TLC for SSD, 10k vs. 15k vs. SATA/NS-SAS for HDD, etc.). In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order
323	Lot 6 Configurations	Appendix C Cost Submittals	Will the Commonwealth provide more specific requirements within the configurations? For instance, in regard to converged vs. hyperconverged infrastructure, along with software-defined storage, there are open-ended hardware parameters within the spreadsheet. For instance, for the Intel Xeon E3-1220 - is the Commonwealth referring to Broadwell or Hashwell? For RAM, are you referring to LRDIMM or RDIMM? Each has a different capacity and each supports different processor models, and different servers support different	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.

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#	RFP Page Number	RFP Section Reference	Question	Answer
			processor cores/model. In order to complete the spreadsheet within the timeframe, and to ensure we are truly meeting the Commonwealth's needs, we require more information.	
324	Lot 6 Configurations	Appendix C Cost Submittal	How does the Commonwealth plan on addressing backup and recovery since it is not called out as a specification?	Please provide any backup/recovery solutions and costs in “Additional Options” in the “Services – Options – Upgrades” section.
325	Lot 6 Configurations	Appendix C Cost Submittal	How does the Commonwealth plan on addressing a Converged/Hyperconverged infrastructure, as it is not called out in the specifications?	Please refer to the answer to Question #2 .
326	Lots 5 and 6 Consumption Based Pricing	Appendix C Cost Submittal	In regard to the consumption model cost request, does the Commonwealth want to see pricing offered for different classifications of storage (for instance, slow = .01 fast = .05 and super-fast = .10 or some delineation of class of storage)?	The Commonwealth will review responses based on options provided.
327	Lots 5 and 6	Appendix C Cost Submittal	Will the Commonwealth allow bidders to show price deviation methods (meaning, the price can increase or decrease depending on the amount consumed by the Commonwealth)?	This is based on the pricing model proposed by the Offeror.
328	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "yes", against what mean average will each bidder be considered?	This is based on the pricing model proposed by the Offeror.

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329	Lots 5 and 6	Appendix C Cost Submittal	If the answer to question 327 is "no", how does the Commonwealth account for usage driving their cost up or down?	This is based on the pricing model proposed by the Offeror.
330	Lots 5 and 6	Appendix C Cost Submittal	Is the Commonwealth asking the bidder to build the consumption model that will be used?	Yes, please provide the proposed Consumption Based Model pricing that would best accommodate the Commonwealth's Server/Storage needs.
331	36-37	IV-3. Requirement	Will the Commonwealth consider use of the 2016 Gartner's Magic Quadrant as a guide in choosing an OEM?	This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.
332	Lot 5	Appendix C Cost Submittal	Are bidders required to put arrays in multiple sites?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
333	Lot 5 Configuration	Appendix C Cost Submittal	Does the Commonwealth desire to see pricing on a per workload basis versus physical server, number of cores or virtual machines?	Pricing is based on the physical server. All other pricing options should be included in the "Options" section.

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#	RFP Page Number	RFP Section Reference	Question	Answer
334	A.	Appendix L - Service Management Integration Requirements	Per A. a., "a. Offeror must use the Commonwealth's current integration model, data model, and error handling methodology, which are subject to change*." What is the Commonwealth's current integration model, data model, and error handling methodology for the ITSM system?	Please refer to the answer to Question Number #91 .
335	Lot 6 Consumption Based Pricing	Appendix C Cost Submittal	Will the Commonwealth provide their current storage utilization information, as well as expected growth over the next 5 years?	This information is not available at this time.
336	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide performance criteria? E.g. 2ms response times for block storage, 5ms for file storage and 10ms for object storage.	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for this RFP. All actual orders will be based on the needs of the agency at the time of order.
337	Lot 6 Configurations	Appendix C Cost Submittal	Will the Commonwealth provide availability requirements? E.g. 99%, 99.99% or 99.999% uptime requirements?	This will be covered as part of pre-sales assistance. The agency will work with Contractor to design the solution at the time of purchase.
338	Lot 6 Line 33	Appendix C Cost Submittal	Do you want a total of 20 ports in the bid response or 20 ports per switch?	The minimum is 20 ports.

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#	RFP Page Number	RFP Section Reference	Question	Answer
339	Lot 6 Lines 25, 33, 34	Appendix C Cost Submittal	The term “GB” is used – what does this mean (Gigabyte, Gigabit, something else)?	The term GB refer to “Gigabyte.”
340	Lot 6 Line 34	Appendix C Cost Submittal	How many switches do you want in the bid response – 1 or 2?	There is a minimum of 20 ports, regardless of the number of switches.
341	Lot 6 Line 35	Appendix C Cost Submittal	Why are you asking storage vendors to bid HBA’s. We think this belongs in the server lot	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
342	Lot 6 Lines 37, 38	Appendix C Cost Submittal	The term “SVC” is used. What does this mean? IBM’s virtualization engine? If we are not using IBM as our OEM supplier, how do we bid SVC? We were told we have to stay within one OEM’s product line.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
343	Lot 6 Line 40	Appendix C Cost Submittal	Are you asking us to include in our bid a 64 port switch with 20 SFP in it?	The requirement is for the switch(es) to be scalable to 64 ports.
344	Lot 6 Line 41	Appendix C Cost Submittal	The newer 16Gb and 32Gb FC specs, do not allow for arbitrated loop. Only 8Gb specs and lower provided for AL support. 8Gb optic support in newer switches is unavailable or very limited and may not meet port count/scalability specifications. Is this acceptable?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.

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#	RFP Page Number	RFP Section Reference	Question	Answer
345	Lot 6 Line 44	Appendix C Cost Submittal	“Ability to support 146GB... drives”. Is support for 146GB drives a requirement? Newer storage subsystems support a 300GB minimum size for 15K and 10K SAS drives.	146GB is the minimum. Offerors may quote any drive that exceeds these specifications.
346	Lot 6 Lines 47, 48	Appendix C Cost Submittal	How will “Scalability” and “Reliability” be measured?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
347	Lot 6 Line 115	Appendix C Cost Submittal	“SCSI” is assume to mean “iSCSI”. Is this a correct assumption?	Yes, that is correct.
348	Lot 6 General	Appendix C Cost Submittal	There are a number of specs/minimum requirements that call out 4GB (vs Gb, we assume gigabit?). Is support for 4Gb HW required? Newer storage subsystems support 8Gb HW and up. However, 8Gb HW can support 4Gb speeds. This is specifically critical in responding to line 112, as it requests for “4GB” Storage Controller FC interface upgrade costs. Our vendor partners no longer support 4Gb HW.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
349	Lot 6 General	Appendix C Cost Submittal	What is self-cleansing technology? Can you provide an example?	Please describe the OEM’s means of providing data cleansing services and the capabilities of the device to be

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				cleansed in accordance with ITP SEC-015.
350	Lot 6 General	Appendix C Cost Submittal	Do we include racks in our bid response or are you providing standard racks?	Offerors may propose racks as an option.
351	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth is asking for MFD pricing separately but it has placed an MFD in the Market basket. Would the Commonwealth consider removing that item (J7X28A#BGJ) from the Market Basket?	Yes, the Commonwealth will replace and remove this item from the Market Basket.
352	Lot 3 Market Basket	Appendix C Cost Submittal	The Commonwealth has publicly stated that it wants to do away with Desktop/single function printing. Would the Commonwealth consider removing from the Market Basket the single function printers part #s CN550A#B1H and E6B69A#BGJ?	Yes, the Commonwealth will replace and remove these items from the Market Basket.
353	Lot 3 Market Basket	Appendix C Cost Submittal	Schneider and APC are the same company. Will the Commonwealth make any adjustments here?	Yes, the Commonwealth will make the consolidation of both listed companies under APC.
354	33-36	Part IV	Will the Commonwealth re-consider allowing "Offerors" to submit a bid for more than one manufacturer where stated only one is permissible?	No.

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355	Defective Hardware Replacement SLA ID 06.1	Appendix K. SLAs	Will the Commonwealth detail the time frame in which a product is considered defective?	Please refer to Section 12, <i>Acceptance</i> , of Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services.
356	All	Appendix K. SLAs	Can any or all of the SLAs be waived if so noted on the PO?	Yes, if noted in the purchase order.
357	34	Section C	Will the Commonwealth explain the role of the back-up awardee?	The role of the back-up awardee is to ensure full coverage of IT peripheral devices in a case where the best value provider does not have access to a product requested by the commonwealth.
358	8 Section 19	Appendix A	Presently invoices are submitted to one address. Is the statement below the intention moving forward? Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no instance shall any payment be made for Services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract,	Invoices will still be submitted to one address but separate billing accounts must be established by the contractor so invoicing is submitted to the correct agency.

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			updated price lists or any discounts negotiated by the purchasing agency.	
359	3	Section 6	P-Cards taken via the telephone exposes the Commonwealth to a high risk of fraudulent orders. Will the Commonwealth entertain a more secure way to process P-Cards?	The prefer method of acceptance is over the phone. The commonwealth will review additional options of P-Card acceptance with the awarded Offeror(s)
360	Lot 2 - Rugged Devices	Appendix C Cost Submittal	In regard to the Hard Drive requirements for the rugged laptops, is the Commonwealth of PA looking for an HDD or SSD option? Is there a preference? Would either option be considered?	The Commonwealth prefers a Solid-State Drive; however, a hard disk drive is acceptable.
361	Services	Appendix C Cost Submittal	Custom integration (<i>imaging/asset tagging/BIOS</i>) adds time to the manufacturing process. How many additional days are acceptable for customized orders?	Additional time will be addressed between the Contractor and the agency if a change occurs after the start of integration.
362	SLA ID - AM-04.1	Appendix K. SLAs	Referencing the 10 Day SLA for product order to ship...is there a possibility this 10 day can/ will apply to only the base unit configuration without customization of upgrade options?	Applies to all units.
363	Lot 1, Desktops	Appendix C Cost Submittal	Since all microprocessors are not created equal, we believe using a generic parameter like clock speed could lead to disappointing performance,	As set forth in the RFP, the Commonwealth requires Intel chipsets for devices in Lot 1.

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			and therefore may not be in the best interest of the State. Would the Commonwealth consider adding Intel processors as a requirement, and that the Desktop system must achieve a SYSmark 2014 performance level of at least 1638 to be considered?	
364	Lot 1, Desktops	Appendix C Cost Submittal	The Commonwealth is requesting 1 DVI port on the desktop. Would you accept a DisplayPort an acceptable option?	Yes, a DisplayPort would be an acceptable option. If a replacement, then an adaptor to DVI must be included.
365	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth has standardized on Windows 10. Is the Win7 downgrade still required?	No. Please refer to the answer to Question #20 .
366	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with A/C wireless standard. Is this acceptable?	Yes, A/C wireless is acceptable.
367	Lot 1, Laptops	Appendix C Cost Submittal	Current technology ships with Bluetooth v4.x. Is this acceptable?	Yes, so long as it meets or exceeds minimum requirements set forth in the specifications.
368	Lot 1, Laptops	Appendix C Cost Submittal	An optical USB mouse with scroll is listed as standard. Please confirm this is correct and required to ship with each laptop ordered.	Yes, it is correct and is required to ship with each laptop ordered unless otherwise identified in the SOW or Purchase Order.

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369	Lot 2, Non-Traditional Desktops	Appendix C Cost Submittal	Are these meant to be Workstations?	The definition of Non-Traditional Desktop includes zero client and thin client.
370	Lot 5 & 6 Servers and Storage	Appendix C Cost Submittal	Under the Universal Options section can you please clarify the "Preparation for Shipment"	Please refer to the answer to Question #260 .
371	Lots 1, 2, and 4	Appendix C Cost Submittal	<p>In Appendix C, the term of the lease requested for Lots 1,2, and 4 is four years. However, more detail is needed to ensure all parties are quoting the same. There are three aspects that need clarification: lease type, payment frequency, and payment timing. Please advise on the following:</p> <p>1) Lease Type: Is this a Fair Market Value lease? 2) Payment Frequency: Are payments to be monthly, quarterly, or annually? 3) Payment Timing: In arrears or in advance?</p>	<ol style="list-style-type: none"> 1) Lease Type: Fair Market Value. 2) Payment Frequency: Annual. 3) Payment Timing: In advance following initial invoice.
372	38	IV-3.B.5	The Services section of the RFP reads that “The Contractor must honor all quotes for at least ninety (90) days.” Is this 90-day validity period also to be considered the validity period of lease rate quotes in Appendix C? Since leasing rates by nature are not able to be held for extended periods of time, we need to understand the validity period expected.	No, it is not.

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373	36	IV-3. A (5) (i)	<p><u>Lot #5 Requirement:</u> "Only OEMs or certified resellers of manufacturers listed in the Leaders' quadrant of Gartner's Magic Quadrant for Modular Servers - May 2015 will be considered for this lot: (a) Dell, (b) HP, and (c) Lenovo."</p> <p>If the Commonwealth wishes to limit offerors to provide Gartner "Magic Quadrant" leading solutions, please update the RFP to refer to the most current May, 2016 Gartner Magic Quadrant report found at: https://www.gartner.com/doc/reprints?id=1-2EEWKHH&ct=150504.</p> <p>[The current RFP qualification is based on an out-of-date market analysis which has been superseded by Gartner's most current "Magic Quadrant for Modular Servers" dated May 2016. The use of an out-of-date industry analysis artificially creates an exclusionary specification and an unlevel playing field among otherwise qualified offerors.]</p>	<p>This issue is addressed in the revised RFP 6100039046, posted on January 20, 2017, as part of Addendum Number 7.</p>

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374	34	IV-2 (E) (1) & Appendix H Technical Submittal Response Template and Appendix C Cost Worksheet	<p><u>Lot #5 Requirement:</u> "(1) The Commonwealth will make an award to the Offeror determined to be most advantageous to the Commonwealth and the OEM proposed by this Offeror will be designated as the "Best Value OEM" for Lot 5."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot 5.</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.</p> <p>b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical standards have been included which would support a "best value" evaluation of the Lot #5 technologies.</p>	<p>a. Appendix H: The Commonwealth evaluate the products from a technical perspective.</p> <p>b. Appendix C: You are correct; costs will be evaluated based on the standard specifications provided.</p> <p>c. Technical standards are based on the specifications listed in Appendix C.</p>
375	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p>	<p>a. Correct.</p> <p>b. The devices identified are strictly to be used for vendor comparison for RFP 6100039046. All actual orders</p>

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			<p><u>How were the named vendors determined that appear on Appendix C?</u></p> <p>a. The title, “Top Manufacturers” does not appear to relate to technical industry solution rankings in each category, but rather solely to existing Commonwealth suppliers/historical spend.</p> <p>b. This constitutes an exclusionary spec which effectively limits competition to existing Commonwealth suppliers who appear as the a single manufacturer brand per solution category in Appendix C, e.g.,</p> <p style="padding-left: 40px;">i. in the category of “Communications/Conferencing”, Appendix C essentially names only Microsoft/Polycom as named communications suppliers.</p> <p style="padding-left: 40px;">ii. Other industry leading OEM brands currently in the embedded base are completely missing from Appendix C, e.g., the global market leader for video endpoints have been excluded from the named brand list.</p> <p>c. How was the historical spend calculated for each named brand?</p>	<p>will be based on the needs of the agency at the time of order.</p> <p>c. The addition of the total line items values of the OEMs products purchased through the current IT peripheral contracts.</p>

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			<p>i. E.g., what was the method for determining historical average?</p> <p>ii. Other OEM manufacturers representing higher Commonwealth spend than those listed in Appendix C have been excluded.</p>	
376	36	IV-3. A (3) and Cost Submittal	<p><u>Lot #3 Requirement:</u> "(i) Eligibility to Submit Proposals: Only Offerors capable of providing 90% of the manufacturers listed on the Lot 3— Peripherals tab of Appendix C, Cost Submittal Response Template, may submit a proposal for Lot 3."</p> <p><u>This is a "best value" bid. However, the scoring criteria appears based solely criteria which favors the existing Commonwealth manufacturers.</u></p> <p>a. While non-named manufacturers can be included under the umbrella post award via the "maximum" mark-up, please explain how a fair best value comparison can be conducted across the "non-named brands" since there is no comparable data provided for analysis, and the data provided is not standardized across providers?</p>	<p>a. Using historical spend, the Commonwealth wanted to capture the manufacturers that represented the majority of that spend, with a designated maximum markup for any other manufacturer that is not mentioned.</p> <p>b. Please provide additional proposed technologies in Appendix H: Technical Submittal.</p> <p>c. No, this will continue to be procured as one Lot in the best interest of the Commonwealth.</p>

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			<p>b. The bid encompasses a broad scope of technology solutions each of which should be evaluated by technology-specific performance/cost criteria. Some of these lend themselves to a purely cost based analysis, e.g., power supplies, printers, cameras, scanners. However, other more complex technologies, e.g., Communications, Video Conferencing, require “best value” evaluation of technical specifications to ensure equal comparison before determining resulting costs. This RFP contains no technology specifications for evaluation of the proposed technologies, particularly in the categories of "video conferencing" and "communications".</p> <p>c. Would the Commonwealth consider separating these into different lots or solicitations?</p>	
377	33	IV-2, C (2) (ii)	<p>Lot #3 Requirement: Please define what "Communications" means and includes in the context of Lot #3 - IT Peripherals in this RFP, e.g., does "communications" include wireless access points? IP Phones? Video Conferencing endpoints?</p>	<p>A communication device is a hardware device capable of transmitting an analog or digital signal over the telephone, other communication wire, or wirelessly. Yes. Yes.</p>

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378	33	IV-2 . C [1) and Appendix H Technical Submittal Response Template	<p>Lot #3 Requirement: "(1) The Commonwealth will award this Lot to one (1) Primary Supplier, with a Secondary Supplier awarded to provide a backup option. Commonwealth agencies may place orders with the Secondary Supplier in instances where the Primary Supplier cannot provide an item(s), or cannot provide an item(s) within the delivery requirements of the contract. Commonwealth agencies must include written justification with the purchase order to explain the utilization of the Secondary Supplier."</p> <p>There is no basis for making a "Best Value" determination of the technology solution bid for Lot # 3</p> <p>a. <u>Appendix H</u> - Technical Submittal Response Template, only contains administrative contract requirements and customer references.</p> <p>b. <u>Appendix C</u> - Cost Worksheet, evaluates only a mark-up against historical spend for existing technologies.</p> <p>c. No technical or price standards have been included which would support beyond the warranty for the remainder of the contract term.</p> <p>d. Pricing does not consider or include support/subscription maintenance (the all in cost</p>	<p>Based on the cumulative Technical, Cost, and SDB / SB scores, the Commonwealth will ultimately make a decision on deeming an Offeror "Primary" and an Offeror "Secondary" to fulfill their required needs</p>

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			of ownership) of the brand/technology solutions bid in any lot.	
379	Row 21 Volume Capability Speed	Appendix C Cost Submittal	Can the Commonwealth define functional concurrency and the features that it relates to?	Functional concurrency refers to the device being able to print, process print jobs, scan to email and faxing simultaneously.
380	Row 61 Digital Output	Appendix C Cost Submittal	Can the Commonwealth clarify how and why TIFF 6.0 is being used vs other TIFF formats? Would the Commonwealth remove the requirement for devices to support TIFF 6.0 ?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017, as part of Addendum Number 7.
381	Lot 6	Appendix C Cost Submittal	What is the Commonwealth's desired approach specific to object and file storage?	The configurations identified is a minimum configuration that is strictly to be used for vendor comparison for RFP 6100039046. All actual orders will be based on the needs of the agency at the time of order.
382	Lot 6	This issue is addressed in the revised <u>Appendix C, Cost Submittal Response Template</u> , posted on January 20,	Please identify in the January 20, 2017 posted version of Appendix C where changes to the IBM-only Storage Volume Controllers were made.	Please refer to Tab “Lot 6” of Appendix C, Cost Submittal Response Template rev (1-26-17), under “Lot 6 – Services – Options – Upgrades” rows 109, 110, 112, and 113.

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		2017, as part of Addendum Number 7.		<p>Also, the rows relating nodes in under the “Lot 6- Storage – Best Value Configurations” and “Lot 6 – Storage – Non Best Value Configurations” have been removed.</p> <p>Additionally, please refer to RFP 6100039046 at Part IV, Section IV-3.A.6 for the revised list of eligible OEMs (or certified resellers) based on the Gartner Leaders Quadrant for General Purpose Disk Arrays (October 2016).</p>
383		Storage Volume Controllers(SVC)	The commonwealth received 9 questions about the requirement for IBM's "Storage Volume Controllers(SVC)" for Lot 6. The answers point to the January 20, 2017 posted version of Appendix C which does not appear to have any changes to the requirement. Please confirm that the State will accept bids for Lot 6 that are not solely limited to an IBM storage solution.	Please refer to the answer to Question #382
384	44	IV-3-C-ix-b	Off-Premise Disk Wipe - The requirement states that the device is to be cleansed at its current location, but the requested service is to be off-premise, including pickup and delivery. Please clarify this requirement.	Part IV, Section IV-3.C.2(ix)(b) of RFP 6100039046 has been revised to clarify that cleansing must take place “at a location

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				approved by the Commonwealth....”
385	44	IV-3-C-vii-a	On-Premise Disk Wipe - This requirement states that the Contractor shall pack and pick up the device to be wiped, but the service requested is to be on-premise. Please clarify this requirement.	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised by deleting the phrase “, pack and pick up.
386	43	IV-3-C-vii-c	Hard Drive Removal - In our experience, agencies ask for hard drives to be removed in order to preserve the data on the drives while allowing for the disposition of the PC assets. Requiring drive wipe services in conjunction with hard drive removals will not allow this to happen, and will also add unnecessary cost to the Commonwealth if the disk wipe is specified but not performed. Will the Commonwealth consider removing the data wipe requirement from this and procuring any data cleansing services needed using the On- or Off-Premise Disk Wipe service? In this way the Hard Drive Removal service would consist only of removing the hard drives and providing them to an agency-designated employee?	If necessary, prior to the hard drive removal/whip, the agency, in cooperation with the Contractor, will verify the backup of the hard drive data has been completed.
387	43	IV-3-C-vi	Preparation for Shipment - This task does not indicate the requirement to disconnect existing PC equipment, and remove it from the desk area,	Part IV, Section IV-3.C.2(viii)(a) of RFP 6100039046 has been revised to

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			but only packaging equipment for shipment. Does the Commonwealth require de-installation services as part of this service?	add the phrase "Disconnect existing PC and peripheral equipment and remove it from the desk area."
388	44	IV-3-C-vii-d/e/f	"Hard Drive Removal - The section of hard drive removal discussing end of lease or defective hard drives seems to be a contact requirement, and not an optional service. Does the Commonwealth intend to have these services as optional, or are they required? (d) Contractors must allow the following disposition of hard drives that are defective or at the end-of-lease at the discretion of each Agency with no additional cost to the Commonwealth: (e) The Commonwealth may keep the defective or leased hard drive. (f) Contractors must cleanse the hard drive as detailed in Commonwealth ITB SEC015."	These services are required as part of the lease.
389		Q& A # 178 IV-3-C-x and xi	Can the Commonwealth confirm that when transporting any type of device, it wants the Contractor, not agency IT personnel to be responsible for data backup? In the case of many system types, including servers and storage, it may not be feasible for Contractor personnel to perform and ensure backups are correct, given the disparate agency backup systems in place.	Please refer to the revised response to Question #178 .

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390	Lots 5 and 6	Q& A # 253 and Appendix C, Cost Submittal	For OEMs that do not provide a single list price, but perform list pricing based on the service level chosen, how is a reseller to provide that information to the Commonwealth? Should the reseller provide the highest list price and then adjust the discounts accordingly?	The OEM’s certified reseller should provide the list price that most accurately represents the service level associated with the device and adjust the discounts accordingly.
391	Lot 6	Appendix C Cost Submittal	I would like clarification on the answer given to Q&A question #73 which appears to be in conflict with the pricing sheet allowing for an All Other Storage Discount. The answer seems to indicate that all other storage is to be sold at the “Non Best Value” discount rate. Can you please clarify – Is the discount rate on the Best Value and Non Best Value just for those specific proposed minimum configurations ONLY or does the discount need to apply to ALL other future storage purchases configured and solutioned at a later time?	The discounts shall apply to all future storage purchases made through the awarded contracts.
392	Lot 6	Appendix C Cost Submittal	The Answer to Question 238 is “This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 20, 2017 as part of Addendum Number 7”, however, there does not appear to be any change. What change was made to lot 6 or is to be made?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .

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393	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC controller eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .
394	Lot 6	Appendix C Cost Submittal	Does not bidding on the SVC RAM eliminate a bid response for other equipment listed within lot 6?	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on January 26, 2017, as part of Addendum Number 9. Additionally, please refer to the answer to Question #382 .
395	Lot 1, Desktops and Laptops	Appendix C Cost Submittal	The Commonwealth is asking for Windows 10 with a Win7 downgrade. Intel's 7th Gen Kaby Lake Processors will not run Win 7. Please confirm your move to Win 10 with no downgrade requirement, or your willingness to buy 6th Gen Sky Lake processors to support both Win 10 and a downgrade to Win7.	The requirement for the Windows 7 downgrade has been removed. Please refer to the revised answer to Question #20 and Question #365 , and the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
396	Lot 1, High- End Desktop	Appendix C Cost Submittal	This processor is a 6Core gaming processor, not normally found in a business-class system. What application will you use that requires this processor, over a Xeon 4Core which would likely	Xeon processors will be acceptable as long as the Offeror can provide performance metrics showing the performance meets

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			perform better? Please consider allowing a 4 Core Xeon alternative.	or exceeds the requested specification.
397	Lot 3 Peripherals Market Basket	Appendix C Cost Submittal	Will the Commonwealth change the manufacturer name "Transcentra" to IBML? Trans Centra is not the manufacturer.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
398	Lot 3 Peripherals Market Basket	Appendix C Cost Submittal	Will the Commonwealth remove line 53? HP part # JG926A#ABA is a Network Switch.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11.
399	4	Calendar of Events	Will the Commonwealth of PA considering extending the due date an additional 5-7 days?	No
400	2	Calendar of Events	Due to the amount of Q&A and the update from last week, SHI would like to request an deadline extension for all vendors to 2/15. This extension will help ensure we provide a complete and compliant response. We appreciate your consideration.	The due date shall remain at February 10, 2017 at 2:00pm ET.
401	Lots 1,2,4,5 and 6	Appendix C Cost Submittal	In Lots 1, 2, 4, 5, and 6, every requested configuration has many different options, but there is only space for one option. For example:	The commonwealth understands the options lines are limited at this point, and intends to finalize

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			In Lot 1, Line 184, an I7 processor upgrade would have 7 different options based on this requested configuration, but there is only space for one option. Is there a way for Offerors to include more options?	available options during contract negotiations.
402	Lot 3	Appendix C Cost Submittal	In Lot 3 there are discontinued manufacturer part numbers in the market basket. Does the Commonwealth want Offerors to replace them? If so, there is not space to communicate that we are replacing with the current manufacturer part number.	This issue is addressed in the revised Appendix C, Cost Submittal Response Template, posted on February 2, 2017, as part of Addendum Number 11. Please use the “Alternative Manufacturer Part #” and “Alternative Part Description” columns as necessary to enter current part numbers (and descriptions, if applicable)..
403	Lot 6	Appendix C Cost Submittal	Are the unit quantities, i.e. “Volume” inputted in Appendix C representative of the estimated annual purchases, or the estimated purchases over three years? This would impact some of the bidders cost assumptions.	The quantities provided are based on purchase history and are for evaluation purposes only and do not guarantee products/services to be ordered as part of the awarded contracts.
404	29 of 44	C	Can the PRIME also be Small Business and Small Diverse Business entity as a single source?	An SDB submitting as prime would make that distinction in the “Offeror Information” box on the first page of the Appendix Q – [Small Diverse Business

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				(SDB) and Small Business (SB) Participation Submittal] . No entry would be made in the “Subcontracting Information” box unless the Prime is subcontracting to a separate/different SDB or SB. Additionally, please refer to the answer to #405
405	20 or 44	C- #5	Maximum 200 points: Can the SB and SDB be the same company in calculation of the points or does it have to be 2 separate companies.	In order to qualify as an SDB, a business must first qualify as a SB. A SDB is by definition an SB. A business entity can only be counted once as part of the SDB/SB submittal. See RFP Part I -13.
406	4 of 44	Calendar of Events	What is the anticipated award date of the contract after submittal to the commonwealth of PA after Jaunary 27, 2017?	Please refer to the answer to question #290.
407	35 of 44	IV-3	(3) years of experience working with public sector clients. Additionally, Offeror must have experience serving at least one (1) large state government similar to the Commonwealth. Question: Does 9 Years Public Sector Experience in Federal Accounts (Both DOD and Civil) by SDV meet your requirements?	Please refer to the answer to question #291.

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408	35 of 44	(i)	Offerors must be able to provide a punch-out site for order placement. CLARIFY PUNCH OUT SITE: 1.DEDICATED WEB PAGE TO PA FOR ORDERS ELECTRONICALLY? WHAT TYPE OF PAYMENT (CREDIT CARD) OR OPEN PO.? More DETAILS NEEDED ON THIS REQUIREMENT.	Please refer to the answer to #292