



FULLY EXECUTED - CHANGE 3
Contract Number: 4400017908
Original Contract Effective Date: 05/04/2018
Contract Change Date: 03/19/2024
Valid From: 05/01/2018 To: 07/30/2025

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

Your SAP Vendor Number with us: 172181

Purchasing Agent

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

Supplier Name/Address:

HP INC
HEWLETT PACKARD
3800 QUICK HILL RD BLDG 2-100
AUSTIN TX 78728-1343 US

Please Deliver To:

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

Supplier Phone Number: 800-727-2472

Supplier Fax Number: 717-525-9092

Contract Name:

IT Hardware-Desktops-Laptops- Tablets

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 _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 3
Contract Number: 4400017908
Original Contract Effective Date: 05/04/2018
Contract Change Date: 03/19/2024
Valid From: 05/01/2018 To: 07/30/2025

Supplier Name:
HP INC

Header Text

This contract is to procure (HP) Desktops, Laptops, Ultra- Portable Laptops, Monitors, Tablets, Rugged Devices and Non-Traditional Desktops(Thin Clients) from HP Inc and is a result of RFP 6100039046 Information Technology Hardware.

This contract has the option for lease and purchase

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 52220. VSH

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 3
Contract Number: 4400017908
Original Contract Effective Date: 05/04/2018
Contract Change Date: 11/21/2023
Valid From: 05/01/2018 To: 07/30/2024

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

Purchasing Agent

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

Your SAP Vendor Number with us: 172181

Supplier Name/Address:

HP INC
HEWLETT PACKARD
3800 QUICK HILL RD BLDG 2-100
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Title _____

Printed Name _____

Date _____



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Contract Number: 4400017908
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Contract Change Date: 11/21/2023
Valid From: 05/01/2018 To: 07/30/2024

Supplier Name:
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11.21.2023 - Commodity Specialist changed to Valarie Hosler. vsh

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: 172181

Supplier Name/Address:

HP INC
HEWLETT PACKARD
3800 QUICK HILL RD BLDG 2-100
AUSTIN TX 78728-1343 US

Supplier Phone Number: 800-727-2472

Supplier Fax Number: 717-525-9092

Contract Name:

IT Hardware-Desktops-Laptops- Tablets

FULLY EXECUTED - CHANGE 2 - REPRINT

Contract Number: 4400017908

Original Contract Effective Date: 05/04/2018

Contract Change Date: 05/11/2023

Valid From: 05/01/2018 To: 07/30/2024

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.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
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General Requirements for all Items:

Header Text

This contract is to procure (HP) Desktops, Laptops, Ultra- Portable Laptops, Monitors, Tablets, Rugged Devices and Non-Traditional Desktops(Thin Clients) from HP Inc and is a result of RFP 6100039046 Information Technology Hardware.

This contract has the option for lease and purchase

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.

Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 2 - REPRINT

Contract Number: 4400017908

Original Contract Effective Date: 05/04/2018

Contract Change Date: 05/11/2023

Valid From: 05/01/2018 To: 07/30/2024

Supplier Name:

HP INC

No further information for this Contract

Information:



FULLY EXECUTED - CHANGE 1
Contract Number: 4400017908
Original Contract Effective Date: 05/04/2018
Contract Change Date: 01/26/2023
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: 172181

Supplier Name/Address:

HP INC
HEWLETT PACKARD
3800 QUICK HILL RD BLDG 2-100
AUSTIN TX 78728-1343 US

Supplier Phone Number: 800-727-2472

Supplier Fax Number: 717-525-9092

Please Deliver To:

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

Contract Name:

IT Hardware-Desktops-Laptops- Tablets

Payment Terms

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Information:

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



FULLY EXECUTED - CHANGE 1
Contract Number: 4400017908
Original Contract Effective Date: 05/04/2018
Contract Change Date: 01/26/2023
Valid From: 05/01/2018 To: 07/31/2023

Supplier Name:
HP INC

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 HP Inc (“**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; and

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; and

WHEREAS, DGS determined that Contractor’s proposal for **Lot 1** and **Lot 2**, 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 1** and **Lot 2**.

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 1** and **Lot 2** as more fully defined in the RFP, to Commonwealth executive agencies.
2. Commonwealth executive agencies shall procure their requirements for **Information Technology Hardware Lot 1** and **Lot 2** 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 1, and Lot 2 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 28, 2017; and October 2, 2017 response from the Contractor entitled “HP Response to Selection for Negotiation Letter.”

- (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:

[Redacted Signature] _____
11-10-17

Printed Name/Date

Title Manager

By: [Redacted Signature] _____
Judith M. Alexander 11-10-17

Printed Name/Date

Title Senior Counsel

SAP Vendor Number: 163101; FEIN: 94-1081436

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

HP Inc.

Written Delegation of Signature Authority for ACO Contract Administrators

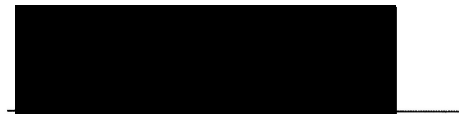
I, Jim Ranalli, Americas Contracts Operations Manager, based upon the HP Inc. Delegation of Authority dated June 21, 2016, grant the Americas Contracts Administrators and the State and Local Government/Education Contract Negotiators listed below, full signature power to sign on behalf of HP Inc., up to the Delegation Amount noted.

<u>Contracts Administrator / Contract Negotiator</u>	<u>Delegation Level</u>	<u>Delegation Amount</u>	<u>Effective Date</u>	<u>Expiry Date</u>
Deborah Kaiser	C5	Unlimited	May 31, 2017	May 31, 2018
Ed Hatch	C5	Unlimited	May 31, 2017	May 31, 2018
Cathy Bingham	C5	\$100,000,000	May 31, 2017	May 31, 2018
Colleen Lively	C5	\$100,000,000	May 31, 2017	May 31, 2018
Nicole Hadley	C5	\$100,000,000	May 31, 2017	May 31, 2018
Judith Alexander	C8	\$50,000,000	May 31, 2017	May 31, 2018
Sheila Wright	C8	\$50,000,000	May 31, 2017	May 31, 2018
Barbara Paddock	C8	\$50,000,000	May 31, 2017	May 31, 2018

This delegation is granted for the following purposes: to individually sign bids, quotations, leases, bonds and contracts with customers and government agencies in the US.

This delegation of signature authority is valid through May 31, 2018 and may be revoked at any time prior thereto for any reason without notice. This Delegation shall be automatically revoked for a Contracts Administrator or Contract Negotiator that has a change in position within HP Inc. or ceases to be employed by HP Inc.

Signed this 6th day of June, 2017.



Jim Ranalli

Americas Contracts Operations Manager

HP

HP INC.

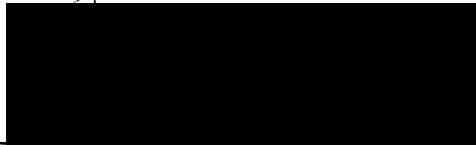
DESIGNATION OF AUTHORITY

I, Ruairidh Ross, Deputy General Counsel and Assistant Secretary of HP Inc., a corporation duly organized and existing under the laws of the State of Delaware, United States of America ("HP"), being duly authorized to represent HP individually, hereby authorize Jim Ranalli, as Americas Contracts Operations Manager, the individual authority, to review and approve actions on behalf and in the name of HP relating to signing bids, quotations, leases and contracts with customers and government agencies, up to an unlimited amount, including such bids, and bonds as may be required in connection with such bids and contracts.

FURTHERMORE, I hereby authorize that Jim Ranalli is further individually empowered to establish a list of U.S. employees of HP and/or its U.S. affiliates to sign bids, quotations, leases and contracts with U.S. customers and U.S. government agencies on behalf of and at the direction of HP pursuant to HP standards and signature authorities.

This designation may be revoked at any time for any reason without notice. This designation shall be automatically revoked with respect to Mr. Ranalli should he cease to be employed by HP or any of its subsidiaries or affiliates.

Signed this 21 day of June, 2016.

A large black rectangular redaction box covering the signature of Ruairidh Ross.

Ruairidh Ross
Deputy General Counsel and Assistant Secretary

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.

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

- (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.

- (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.

Response to Commonwealth of Pennsylvania for Information Technology Hardware from HP Inc.



February 16, 2017
Request for Proposal (RFP) 6100039046
Technical Submittal – Appendix H



Important Notice

If HP's proposal is submitted in both electronic and hard copy formats and the contents differ, only the hard copy will constitute the valid HP proposal. If no hard copy is submitted and if the content differs between the PDF version and any other electronic format, only the PDF version will constitute the valid HP proposal.

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HP Response to Appendix H Lots 1 & 2

Response:

HP's response to Appendix H for Lots 1 and 2 follows on the next pages.



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:

HP Inc.

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	Vanessa Paul
Title	Contract Sales Manager
Address	11445 Compaq Center Dr. W CCM03:M3.2.819
City	Houston
State	Texas
Zip Code	77070
Email Address	Vanessa.paul@hp.com
Telephone	404.774.7133
Mobile	

2. Please provide the following corporate information.

Primary Line of Business:	HP has two major lines of business spanning personal computing products and print solutions, Commercial and consumer.
Type of Business Organization (e.g. LLC)	Corporation
# of years in business:	77 years
# of employees:	47,000
Annual Revenue for 2015:	\$52.70 billion
Annual Revenue for each of the last 5 years:	2016 \$48.2B 2014 \$57.2B 2013 \$55.9B 2012 \$60B 2011 \$65.3B
Annual Revenue from Public Sector Clients for 2015:	Not available
Name of Parent Company, if any:	NA
Name of Subsidiaries, if any:	For a complete listing of HP subsidiaries, please reference HP Attachment 1 .

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.*

HP Response:

As a Fortune 100 company with \$50B in net revenue, the financial performance of HP Inc. (HP) is the result of execution against a well-defined fiscal management strategy. The company's success also reflects the faith that customers have placed and continue to place in HP to solve their business technology requirements.

HP Inc. financial materials are available online and in print. Materials include the Annual Report, Form 10-K, Form 10-Q, and quarterly earnings releases. To view our Annual Report, please see: <http://h30261.www3.hp.com/financial/annual-reports-and-proxies.aspx>

HP has included a comprehensive HP Dunn & Bradstreet Report as **HP Attachment 2**.

Regarding our negative shareholder's equity in Q4'16, we offer the following:

HP Inc. has a very favourable cash conversion cycle, especially within the PC business. The result of this is that working capital is slightly negative as payables exceed inventory plus receivables.

Additionally, since the company has \$0.5B more in debt than cash and some other liabilities, the overall equity position is negative. Some of this is a result of the separation as strategic capital structures were decided based on capital needed to operate and target credit ratings rather than on an accounting definition of equity which is less meaningful. Over time, as the company continues to generate earnings the equity position should improve.

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

Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
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5. *Are there other related lines of business that your firm is engaged in? If so, please list and describe.*

HP Response:

We serve everyone: consumers, enterprises, small and medium businesses, and public sector customers. HP has a significant presence in all of the markets we serve.

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.*

HP Response:

Acquisitions are a key element of HP's growth strategy. HP looks for opportunities that are synergistic to our current business, consistent with our long term business strategy, and enhance our skill set, geographic coverage, or both. We will continue to evaluate acquisitions as a key element of our growth strategy. However, HP is not involved in any mergers or acquisitions that would impact our ability to provide products and services to the Commonwealth.

On November 1, 2015, Hewlett Packard completed the separation of Hewlett Packard Enterprise, the company's former enterprise technology infrastructure, software, services and financing businesses. As part of the separation, Hewlett Packard changed its name to HP Inc. which now encompasses the company's personal systems and printing business.

The separation into two market leading, Fortune 100 companies provides each company with enhanced independence, focus, financial resources, and flexibility to adapt quickly to market and customer dynamics, while generating long term value for shareholders.

Our customers are at the heart of our business and strategy and we believe this move better positions us to meet your needs in a rapidly changing market. We are more committed than ever to delivering you the outcomes that matter now and in the future.

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 (\$) ¹	% of Revenue derived from Customer 1
NASPO Value Point (Contract MNNVP-133) http://www.naspovaluepoint.com/#/contract-details/52/contractor/261	See Footnote	See Footnote
State of Texas (Contract DIR-TSO-2538) http://dir.texas.gov/View-Search/Contracts-Detail.aspx?contractnumber=DIR-TSO-2538&keyword=DIR-TSO-2538	See Footnote	See Footnote
State of New York Print contract PT66605: https://www.ogs.ny.gov/purchase/snt/awardnotes/7552522661ContractorInfo.pdf PC Contract PM20860 https://www.ogs.ny.gov/purchase/snt/awardnotes/7360022802ContractorPage.pdf	See Footnote	See Footnote
HP's Educational and Institutional Cooperative Services, Inc. (Contract EAND-2006) http://www.hp.com/buy/ei	See Footnote	See Footnote
State of Indiana (QPA 13079) https://fs.gmis.in.gov/IDOAcontracts/public/74920-000.pdf and http://www.in.gov/idoa/proc/QPA/13079.pdf	See Footnote	See Footnote

HP Response:

The listing above confirms HP's top five (5) State/Local Government and Education contracts, that are publically available (websites noted), and support the highest contributions in customer sales.

¹ HP Revenue information is considered confidential, proprietary, and trade secret, and is not available for public disclosure.

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.

HP Response:

HP has read and acknowledges and submits its proposal without any objections to Appendix A, Standard Contract Terms and Conditions for IT Supplies and Related Services and Appendix K, Service level Requirements. Appendix E is not applicable as HP is not a licensor.

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)*

HP Response:

Training is conducted on regular intervals based on the risk associated with a particular location. It is done annually at our higher risk sites and include management and employees with identified duties around planning and event recovery.

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

HP Response:

Yes. Identifying critical business functions through a Business Impact Analysis (BIA) exercise done and is an important and integral part of the business continuity planning process. Recovery priorities are established based on the outcome of the BIA exercise. Internal and external dependencies are taken into account while developing the Business Continuity Plans. The business continuity planning teams are responsible to work with these other groups, external and internal, to ensure service level agreements, proper linkages, notification requirements and inter-dependencies are clearly established and included in each business continuity plan.

- c) *Contingency plans for:*

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

HP Response:

All plans have identified primary and secondary individuals to respond to an emergency event.

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

HP Response:

All plans have identified primary and secondary individuals to respond to an emergency event.

- 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.*

HP Response:

If an event or disruption could potentially impact HP's ability to meet its contractual obligation or service level commitment, the Business Account Teams will notify the affected customers as soon as practicable by telephone and/or email.

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

HP Response:

Senior leaders are responsible for ensuring business continuity plans for their critical operations, processes and/or facilities undergo periodic rigorous testing. The testing schedule, periodicity and methods vary between organizations.

The precise details of HP's business continuity and disaster recovery plans are highly confidential. They are known only by a limited number of HP personnel who will invoke the appropriate plans should any such occasion arise. As a consequence, HP is unable to disclose the content of these plans.

Disaster Recovery Plan

HP takes continuity planning and disaster recovery very seriously. We are committed to providing a safe work environment for our employees and maintaining continuity of operations in order to provide seamless service to our customers worldwide.

In order to appropriately address continuity planning in today's operating environment, HP maintains a global Continuity of Operations program. This program takes a holistic, company-wide approach for end-to-end continuity through a set of collaborative, standardized, and internally documented planning processes.

The principal goals of the HP Continuity of Operations program are as follows:

- Provide a holistic, enterprise-wide approach for end-to-end continuity across the HP value chain
- Maximize our ability to continue to deliver products and services seamlessly
- Minimize the impact to HP customers, employees, shareholders, and our communities, in the event of an adverse incident

More specifically, the HP Continuity of Operations program involves a collaborative, standardized, and documented planning process intended to address the following objectives:

- Identify critical business processes, operations, and activities
- Assess risks and potential impacts
- Develop strategies for mitigating impact
- Provide for rapid recovery and reinstate operations
- Continually monitor, review, test, and improve strategies and plans

- Integrate the Continuity of Operations planning process into fundamental management processes, including core planning and strategic management

The Continuity of Operations program serves as a critical mechanism to gauge overall company preparedness and resiliency, address the continuance of critical business operations, and provide a solid foundation to address risks on an enterprise-wide basis.

For its numerous operational data centers located in the Americas, Europe, Asia Pacific, and Latin America, HP leverages a strong network of certified continuity and disaster recovery personnel. These professionals are tasked with making sure the company is ready to respond to virtually any major or catastrophic disaster.

Robust continuity plans have been developed for HP internal IT operations around the world. These plans analyze and prioritize business functions from an organizational and information technology perspective. These plans are tested formally during HP quality reviews which, in turn, are scheduled based on the relative impact of possible business interruptions.

For HP IT operations around the world, robust continuity plans have been developed. These plans analyze and prioritize business functions from an organizational and an information technology perspective.

HP believes plans for critical risks and dependencies should be tested at least once a year or whenever significant changes to the business environment occur (that is, changes to key personnel, processes, operating systems, applications, facility relocations).

Controls in Place

Continuity planning is integrated into the normal HP business processes and is continually evolving to meet the ever changing needs of HP and its customers in the context of the global environment in which we operate. While preparedness requires continuous planning and testing initiatives, HP has proactively prepared itself for many imaginable regional or local disaster scenarios and will continue to do so in the future.

Plans are reviewed and kept alive through a program of maintenance and re-assessment based on an annual update cycle and periodic reviews. Plan updates are also effected whenever significant changes to the business environment occur (i.e., changes to key personnel, processes, operating systems, applications, facility locations). This ensures that the plans continue to support HP's obligations to its customers.

There is not one group responsible for business continuity planning. The Global Resilience team provides the overall direction and counsel for developing business continuity plans across the enterprise and provides guidance and assistance to management when they are determining their organization's business continuity strategy and planning requirements. Business continuity planning teams are designated by management and are responsible for developing business continuity plans within their respective organizations. Senior Leaders are responsible for ensuring business continuity plans for their critical operations, process and/or facilities undergo periodic rigorous testing. The testing schedule, periodicity and methods vary between organizations.

Global Resiliency, Internal Audits and Compliance are all involved in ensuring compliance with the BC policy through periodic assessments and audits.

The HP continuity and disaster recovery plans contain highly sensitive information critical to our operations and those of our customers. In order to protect the privacy of HP customers and employees, details of these plans are known only by a limited number of HP personnel who are responsible for invoking the appropriate plans should the need arise. As a consequence we are unable to disclose the content of these plans.

Determining the order in which systems or applications are returned to normal

HP distinguishes between its own business needs and those of the customer by having a separate delivery organization, Global Delivery (GD). The HP IT and HP GD organizations generally use separate data centers and infrastructure so customers are recovered independently from HP internal operations. The first priority is to restore the infrastructure, such as networks and monitoring services, required to deliver service to the HP customer base.

Pandemic Planning at HP

As a global company, HP continually monitors developments and receives regular updates from many sources including the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC). While HP believes that at this time there is no cause for alarm and no need to change our fundamental business operations, the HP Global Environment, Health, & Safety (EHS), Global Resiliency and Crisis Management Teams have established prevention, response, and recovery plans aimed at protecting HP employees and property and minimizing business disruption. Such plans address, among other things, our processes for continuing to operate and serve our customers in the event of an emergency due to a natural or man-made event. This includes, but is not limited to, an outbreak of pandemic flu. HP assesses its plans on a continual basis and adjusts these plans as new developments arise and new information is obtained.

HP's Business Continuity Planning program is specifically aligned to the potential impact of pandemic flu on our own operations and our customers' businesses. A key element is, of course, maintaining our levels of customer service to you and our other customers. HP's preparatory actions, some of which are ongoing, include the following:

- Completed pandemic flu incident reviews with the businesses, global operations, and global crisis-management organizations
- Reviewed the resiliency of the respective supply chains and customer support models for businesses, global functions, and regional operations
- Reviewed continuity plans for HP's top 50 suppliers for adequacy
- Evaluated the critical operations and contingency plans of HP businesses
- Reviewed contingency plans for the migration of critical operations—both first- and third-party—should a disruption occur
- Reviewed and evaluated the capabilities of teams to operate remotely, telecommuting in the event of regional quarantines
- Identified capabilities for “segregating” key support personnel in separate locations, should a quarantine be effected
- Engaged a consulting physician
- Held pandemic flu briefings regarding preparatory actions and prospective plans with Executive Council members and regional leadership teams
- Defined H1N1 flu “triggers” and corresponding corporate action plans
- Created an internal website with H1N1 flu information and created other health advisories, including preventive measures and information resources
- Reviewed and updated Global EHS, Global Resiliency, Travel, and HR policies, procedures, and websites
- Reviewed “lessons learned” from the start of H1N1 Pandemic and benchmarked preparedness efforts with other multinational companies
- Monitor regularly the web for emerging health issues and advice or instruction on company and personal measures from credible resources

- Communicate frequently with HP employees via email and through the Hewlett Packard Enterprise intranet
- Monitor issues related to business travel

HP takes continuity planning and disaster recovery for the HP company seriously. We are committed to providing a safe work environment for our employees and customers and to maintain the continuity of our operations in order to provide seamless service to our customers worldwide.

HP maintains a Business Continuity Planning program that takes a holistic, company-wide approach to maintain end-to-end continuity through a set of collaborative, standardized, and internally documented planning processes.

Continuity planning is integrated into HP's normal business processes and is continually evolving to meet the ever-changing needs of HP and its customers in the context of the global environment in which we operate. While preparedness requires continuous planning and testing initiatives, HP has proactively prepared itself for many imaginable regional or local disaster scenarios, including pandemic flu, and will continue to do so in the future. We have considered several different planning assumptions from small localized outbreaks to larger scale outbreaks impacting up to 50% of our workforce and several different scenarios in between. However, as with any form of crisis and disaster response, there are potential variables and factors beyond the control of any organization that may limit the effectiveness of even the best plans. Accordingly, please note that HP cannot guarantee or warranty performance under such circumstances.

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:

HP Inc.

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.

HP Response:

Technology is both a driver of change and a solution to keep organizations at the leading edge of business. As part of Governor Wolf’s Go Time initiative and cost saving priority, the Commonwealth recognizes it needs a technology partner that can provide employees with powerful personal computing (PC) devices and solutions that meet today’s business challenges and future demands. The Commonwealth seeks a simple, cost-effective way to acquire, deploy, and manage its desired PC assets and to provide its employees with a reliable, supported, high-performance platform that delivers results throughout the product’s life cycle. Technology needs to integrate easily into the Commonwealth’s existing information technology (IT) environment. And the Commonwealth needs solutions to help manage and safeguard the Commonwealth’s technology investments, while conserving operations costs and reducing environmental impact. HP is uniquely qualified to provide desktop, notebook and thin client computing products, technologies, service and support for the Commonwealth’s end users and information systems team. No other vendor in this industry can offer the Commonwealth all of the following benefits:

- Consistent, competitive pricing
- Worldwide support network with consistent delivery capabilities in more than 170 countries
- Choice of procurement through HP Direct or an authorized HP reseller
- Leadership in quality and customer satisfaction, two longstanding HP business imperatives
- Performance, portability and productivity for mobile users
- Wireless-ready communications and secure connectivity
- Strong alliances with leading technology providers—such as Intel® and Microsoft®
- Design goals for products and services to meet the US Federal Government Section 508 EIT standard and WCAG 2.0 level A and AA

At HP, we recognize that talent is distributed throughout the general population. Therefore, it is our policy to cultivate relationships with a diverse base of suppliers, resellers, and customers worldwide. For the most recent reporting period, Government Year 2015 (October 1, 2014, through September 30, 2015), HP awarded \$819M or 16% of total qualified U.S. procurements to more than 1,000 small, minority-, women-, and veteran-owned businesses. HP believes this demonstrates our commitment to being a social and economic asset in the communities where we live, work, and derive revenues. In addition to promoting diversity in our supply chain, we advance diversity amongst our resellers through mutually beneficial relationships. Through our HP PartnerONE Diversity network, we maintained relationships with, and provided marketing and sales support to, more than 300 diverse resellers. To support the Commonwealth's supplier diversity programs and initiatives, HP will be partnering with Adept, a local representative, to provide general project staffing, project management and technology deployment services during the term of the contract.

Project Management Office (PMO) Services

Project management will be provided by the HP Team 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 Commonwealth
- 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 Commonwealth
- Ensures that the Purchase Order is processed by HP 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 Commonwealth, to minimize Risk and Change to the project
- Develops the roles and responsibilities for all groups involved in the project (the HP Team and the Commonwealth)
- Develops the project schedule for the Commonwealth's approval. This includes all services identified on the Purchase Order
- Works with the Commonwealth to determine and gather the information needed for the project
- Works with the Commonwealth 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 HP Team
- 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 HP to the Commonwealth for all issues and escalation throughout the project

PMO Deliverables/Reports:

- Comprehensive Project Plan
- Asset report including the following fields but not limited to:
 - 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:
 - Status and Issues Report

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

- Have orders shipped to, and received at, a local warehouse (Central PA), not the Commonwealth site(s)
- Provide update to Project Manager (PM) and the Commonwealth 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
- Delivery systems to the Commonwealth site(s)
 - Includes inside just-in-time delivery of full or partial orders to avoid space and security issues at the Commonwealth site(s)
 - The delivery person will provide a Chain-of-Custody document to the Commonwealth 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 Commonwealth site
- Obtain signoff from the site contact indicating that the service is complete

10GB Data Transfer

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

- The Commonwealth 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 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 Commonwealth

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 Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth 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. (the Commonwealth 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 the Commonwealth's 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. (the Commonwealth 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 the Commonwealth's signoff that the relocation is complete

Devise Return to DGS Surplus Warehouse

- Load systems onto the truck
- Obtain “Chain of Custody” signoff from the Commonwealth
- 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 the Commonwealth 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

In addition, HP will be leveraging the support for the following potential off-site optional services with Riverside Technology, Inc. (RTI):

- Hard Drive Imaging Services
- Asset Tags and Reporting
- Bios Stamping
- Hold Inventory (5 to 10 units) of excess product for purpose of fast turn-around in event of DOA equipment

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

HP Response:

The Commonwealth recognizes it needs a technology partner that can provide employees with powerful personal computing (PC) devices and solutions that meet today’s business challenges and future demands. The Commonwealth seeks a simple, cost-effective way to acquire, deploy, and manage its desired PC assets and to provide its employees with a reliable, supported, high-performance platform that delivers results throughout the product’s life cycle.

HP’s Solution

By choosing HP, the Commonwealth has minimal transition since HP has been providing products and services to the Commonwealth for over three (3) years. During that time, the Commonwealth has personally experienced HP’s innovation in personal computing technology and services through roadmaps, technical seminars, technical resources and demo product. HP can continue to help the Commonwealth gain the right capabilities to meet your unique business needs

HP’s proposed solution includes Adept Consulting Services, Inc. (“Adept”), a local business and a Pennsylvania Department of General Services certified Small Diverse Business, as our partner of choice to assist in providing the most comprehensive response to the Commonwealth. With over 13 years’ experience of successfully working with the Commonwealth in delivering several similar projects, Adept is capable of integrating within the Commonwealth to provide the service levels and specialty solutions that will assist the Commonwealth with all technology initiatives. Adept will be involved in every aspect of HP’s support to the Commonwealth and will be responsible for quoting, webpage development, general project staffing, project management, technology deployment services and meeting the Commonwealth’s SLA, during the term of the contract.

HP Partners have distinguished themselves as experts in providing high-quality HP solutions to the Public Sector and have demonstrated, through the authorization and certification process that they possess the necessary technical skills, certified professionals, and dedicated sales resources to focus on the specialized needs of Public Sector customers.

As an extension of your assigned HP account team, HP will assign a dedicated Account Operations Manager (AOM) who will provide a thorough customer 'needs analysis' for your Direct fulfillment solutions. The AOM's primary function is to be the single point of accountability for proactive end-to-end customer support functions. The AOM engages with the Commonwealth, your HP account team and all other HP functions to ensure operational procurement efficiency and overall enhanced customer satisfaction.

During their discovery process, the AOM will probe for knowledge of the Commonwealth's systems, processes and procedures. Based upon the findings of the discovery process, the AOM review and confirm a complete listing of product requirements, service level objectives, online procurement offerings, account management parameters and delivery/logistics options. As a specialized resource and your inside advocate, your AOM brings many key skills to the support function.

The AOM is your advocate for driving operational excellence. As an integral part of the account team, the AOM's primary function is to propel consistency, predictability and reliability across all customer support functions, proactively ensuring a positive customer experience. The AOM engages with all HP functions to ensure customer satisfaction through solution development, process efficiencies, service level attainment, technology transition management, and continual operational improvements. Through scheduled business reviews, customers can see the value of an AOM engagement for their specific operational goals.

The HP Team has the knowledge and resources to support all of the Commonwealth agencies. The HP Team will continue to use the same practices as used in the sample projects outlined below:

Office of Administration (OA)

- Frequency of Deployments:
 - The historical procurement cycle of OA has been one or two large projects for DGS and DOS while purchasing small amounts for the other agencies in which they support.
- Project Planning Process:
 - Based on OA's process, Adept's PMO engages on an as needed basis as projects arise.
 - OA projects fall in the under 500 systems, so planning starts three (3) – four (4) months in advance.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: With OA projects Adept provides reports at the beginning of a project to create the new Machine names based off the Custom asset tag number that is provided by OA, and at the end of the project to import the information into Service Now. For all projects, there are weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project for any process improvements.
 - Follow up: At the end of every project we have a lesson learned meeting to review the process to see if there is a way to improve on the process for the deployment.
- Logistics & Deployment Services:
 - For a typical OA deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS
 - Our typical OA deployment is as follows. Adept will work with OA in proving a Quote with all the hardware and services. Manage the order entry of the systems into the OEM Manufacturing. Report on the status of the orders, receive, inventory and validate the order. Then Adept provides OA with the list of system, by machine name, that will be

installed each day during the project. Once all the information has been provided, we begin the installation of the systems per the agreed upon schedule. During the install of the systems we provide OA with the machine names of the systems that are completed throughout the day so they can start the process of loading the additional software through SCCM. Adept then labels the system with documentation providing the end user with guidance on how to proceed with their new system. This is done to reduce calls to assist after receiving a new system. Then we remove all the old systems from the site and return them to DGS for surplus.

- Adept's Quality of Services References:
 - Jim Weaver, Chief Technology Officer (CTO), OA/OIT
 - Steve Brady, Director

Department of General Services (DGS)

- Frequency of Deployments:
 - The historical procurement cycle of DGS has been to do one deployment every two (2) – three (3) years with a volume 400 – 500 systems.
- Project Planning Process:
 - Based on DGS's process, Adept's PMO engages about four (4) – six (6) months prior to the start of the deployment.
 - Active planning is about three months long.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: Similar to OA, reporting happens at the beginning of a project where we create the new Machine names based off the Custom asset tag number that is provided by OA, and at the end of the project for them to import the information into ServiceNow. For all projects, there are weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project for process improvement.
 - Follow up: With every project, Adept provides a complete list of Assets as to where they were installed and which end user received them. Provide all packing slips of equipment that was received by our warehouse and chain of custody for everything that was delivered to the customer sites. Lastly, a Lessons learned meeting to document how we can improve on the process to continue to provide better service to each agency.
- Logistics & Deployment Services:
 - For a typical DGS deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS
 - Our typical DGS deployment goes as follows. Work with DGS in providing a Quote with all the hardware and services. Manage the order entry of the systems into the OEM Manufacturing. Report on the status of the orders, receive, inventory and validate the order. Provide OA with the list of systems, by machine name, that will be installed each day during the project. Once all the information has been provided, we begin the installation of the systems per the agreed upon schedule. During the install of the systems Adept provides OA with the machine names of the systems that are completed throughout the day so they can start the process of loading the additional software through SCCM. We label the system with documentation providing the end user with guidance on how to proceed with their new system. This is done to reduce calls to assist after receiving a new system. We then remove all the old systems from the site and return them to DGS for surplus.

- Adept's Quality of Services References:
 - Sarah Shaffer, CIO
 - Beverly Hudson, Deputy Secretary of Administration
 - DeShawn Lewis, Director, BDISBO

Department of Human Services (DHS)

- Frequency of Deployments:
 - The historical procurement cycle of DHS has been the largest range of deployment from 25 systems to 12,000 systems. They also purchase and execute deployments all year long and throughout their four-year cycle.
- Project Planning Process:
 - Based on DHS process, Adept's PMO is constantly engaged with DHS, and we conduct weekly dashboard meetings to review the current and forecasted projects.
 - For the smaller project Adept starts about three (3) months in advance and with the larger DHS/OIM project we start anywhere from 9 – 12 months in advance to ensure success.
- Project Management Office (PMO) / Project Management Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: We work with DHS both on the information that is needed on the front end of the project by setting the timelines, and we provide DHS with a full list of assets that were installed at the end user's desks for each of the sites. For all projects, we have weekly meetings during the project to review the status and issues of the project as well as a lessons learned meeting at the end of the project to ensure improvements, as needed.
 - Follow up: The Lessons Learned meeting documents how we can improve on the process to continue to provide better service to the agency. We also provide DHS with all documentation it needs to return all old systems to DGS.
- Logistics & Deployment Services:
 - For a typical DHS deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS and Data Transfer.
 - Our typical DHS deployment goes as follows. Once DHS identifies a project, our PMO engages the program area to gather the information needed it to create the quote. Once the quote is created we then meet as a team with the program area to develop the project plan and set the timelines for all the action items that are needed to begin the deployment. Once everything is ready we develop a schedule for when the team will deliver and install all the new systems. DHS has streamlined their process over the past five (5) years, so that during the installation, our team enters the machine name and IP address, as they are static IP based, this then kicks off their post load script which then finishes the configuring of the system. DHS is also one of the agencies that uses the Data Transfer service under the current contract. Once the systems have been installed and the data transferred back onto the new system, we bring all the old systems back to our warehouse where they are prepared to be returned to DGS.
- Adept's Quality of Services References:
 - Brian Smith, Supervisor, Technical Support
 - Mark Green, Director

Department of Transportation (PennDOT)

- Frequency of Deployments:
 - The historical procurement cycle of Penn DOT has been one large deployment of 10,000 systems for the 12 Districts with several smaller projects for Laptops and Workstations for their CADD area.
- Project Planning Process:
 - Based on PennDOT's process, Adept's PMO engages six (6) – nine (9) months prior the deployment of the systems to begin the planning process.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: Adept works with PennDOT on the information that is needed on the front end of the project by setting the timelines, and we provide them with a full list of assets that are shipped and installed at the end user's desks for each of the sites. For all projects, Adept conducts weekly meetings during the project to review the status and issues of the project as well as a lessons learned meeting at the end to ensure improvements, as needed.
 - Follow up: Conduct a Lessons learned meeting to document how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical PennDOT deployment, Adept begins the planning once 9 – 12 months prior to the installation of the systems. We begin working on the services that will be needed to execute the deployment and the development of the images. We also work directly with the OEM to provide systems for PennDOT to develop their images. Once the images are completed we then develop the project plan for the 120+ locations including the DLCs.
 - Our typical PennDOT deployment is as follows. With the complexity of the different types of locations, and size of locations, we provide the largest number of teams to install systems at the large district offices as well as to the small maintenance buildings. We do a separate project plan just for the DLC's due to the uniqueness of their schedule (doing them when they are closed) and the mission critical aspect of all the DLC's. It takes several months to develop the two project plans before we schedule the delivery of the systems to the local warehouse. Once the order is ready to be placed we customize the entry of the orders due to the multiple images and the configuration of the accessories for the laptop. Adept will conduct several meetings with the district IT Coordinators to ensure they have the staff schedule to support the install teams and the end users after they get their new systems. We also do after hours installs at the Keystone Building and the ROC because of the size of the facilities, and we are able to increase the volume of systems being installed each day, as needed. This allows us to keep the total time frame of the project within 4 months. Once the installation of the systems is complete we remove and return all the old systems either to PennDOT or to DGS, as directed. We then provide an inventory report of all the new and old systems that were installed and removed from each site.
- Adept's Quality of Services References:
 - Phil Tomassini, CIO
 - Scott Keister, Director

Department of Labor & Industry (DLI)

- Frequency of Deployments:
 - The historical procurement cycle of DLI has been several larger projects 500 – 1500 systems with most of the projects being on the smaller size, under 250 systems.
- Project Planning Process:
 - Based on DLI's process, Adept's PMO engages on a by weekly basis to review upcoming quote requests, and if there will be any need for installation services. We work closely with DLI to better their process by providing reporting and tracking of the orders to help be proactive rather than reactive to the orders arriving. DLI has all their systems arrive at their main building on Boas Street in Harrisburg where they image their systems prior to install. For this process to work Adept provides DLI with a custom asset report with the information they need to both image the system and enter it in to ServiceNow. The timing of this is critical since they cannot move forward with their process until they get the report from Adept.
 - DLI planning process is usually only about two (2) – three (3) months on a project due to their process.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: All the reports for DLI are done on the front end of the project as each system is preassigned to the end user based on MAC Address. For all projects, Adept conducts weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project to for improvement, as needed.
 - Follow up: The Lessons learned meeting documents how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical DLI deployment, we handle the pickup of the systems for their location on Boas street, deliver them to the site, install at the end users' desk, remove the old systems from the desk and return the system to DGS for surplus.
 - Our typical DLI deployment is as follows. Once the system ships from the factory we provide the asset report with the information DLI requires. DLI then loads the image on the systems and assigns it to an end user. We then deliver the systems to their location on Boas Street based on a schedule that was developed in advance to minimize the storage of the systems at the DLI site, which is minimal. During this time, we develop a schedule for the delivery and installation of the systems. Once all the systems have been imaged and returned to our warehouse we then deliver and install the systems per the schedule. We then remove all the old systems from the site and return them to DGS.
- Adept's Quality of Services References:
 - Dave Naisby, CIO
 - Bill Glatz, Director
 - John Price, Supervisor, Technical Support

Department of Revenue (DoR) / Lottery

- Frequency of Deployments:
 - The historical procurement cycle of DoR has been one large deployment at Strawberry Square with many smaller orders throughout the year.
- Project Planning Process:
 - Based on DoR's process, Adept's PMO engages four (4) – six (6) months prior to the installation of the systems.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: Adept provides an asset once the systems ship for the OEM with the information DoR needs to install the system. This is done since DoR provides us with series of asset tag numbers that need to be applied to the system and associated the serial number and MAC address of that system for development of the machine name and entered into the DoR network prior to installation. For all projects, we have weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project to ensure improvement, as needed.
 - Follow up: The Lessons learned meeting is to document how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical DoR deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.
 - Our typical DoR deployment is as follows. Once the system ships for the factory we provide the asset report with the information DOR requires. The image is loaded at the factory on the systems and then delivered to our warehouse. During this time, we develop a schedule for the delivery and installation of the systems. Once the schedule has been signed off by DOR we then deliver the systems with the quantity that is needed for each day of the install schedule, due to the limited space at Strawberry square. We then install the systems by program area to reduce the interruption to the program areas that allows the DoR technician to focus their efforts to ensure a positive end user experience.
- Adept's Quality of Services References:
 - Jason Peckam, Director
 - Kevin Sagen, Supervisor
 - Matt Hund, Manager

Pennsylvania Liquor Control Board (PLCB)

- Frequency of Deployments:
 - The historical procurement cycle of PLCB has been one large deployment to the Stores and one large deployment at the main office.
- Project Planning Process:
 - Based on PLCB's process, Adept's PMO engages four (4) – six (6) months prior to the install of the systems.

- The planning for the store starts a month or two before a normal deployment due to the complexity of the schedule. With only one PC being installed at a store, having over 600 locations around the state and having to build our schedule around several considerations it is one of the most complex schedules to create, and gain agreement/signoff. The considerations we must look at are as follows. Install during normal business hours and each store can vary. Second, we cannot install on days that get deliveries from the warehouse. Third, trying to do as many stores in one area to minimize travel time to keep the schedule within a three (3)-month timeframe.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project to ensure improvement, as needed.
 - Follow up: The Lessons learned meeting is to document how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical PLCB deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.
 - Our typical PLCB deployment is as follows. Once the system ships from the factory they are delivered to our warehouse. During this time, we develop a schedule for the delivery and installation of the systems. Once the schedule has been signed off by PLCB we then deliver and install the systems per the agreed upon schedule. To keep the timeframe of this deployment within reason, we use a minimum of five (5) teams each doing anywhere for five (5) – ten (10) stores per day. This will reduce the impact to the stores, since we are doing all this during normal business hours. We call each store as we leave the previous store with an ETA so they are ready when we arrive. This allows us to execute the install of the system without impacting the store. We then remove the systems from the stores and return them to DGS for surplus.
- Adept's Quality of Services References:
 - Nick Melnick, CIO
 - Alan Bricker, Director

Pennsylvania Turnpike Commission (PTC)

- Frequency of Deployments:
 - The historical procurement cycle of PTC has been one large deployment every four (4) – five (5) years to refresh their entire inventory of systems.
- Project Planning Process:
 - Based on PTC's process, Adept's PMO engages six (6) months prior to the start of the deployment.
 - Normal planning cycle for PTC is six (6) months.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).

- Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project. We also provide an inventory report for the systems that were installed and removed from the sites.
- Follow up: Adept conducts a lessons learned meeting at the end of the project to ensure improvement, as needed.
- Logistics & Deployment Services:
 - For a typical PTC deployment, we handled the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.
 - Our typical OA deployment is as follows. Once we receive the systems in our warehouse we then deliver them to the Harrisburg location for the systems to be prepped by the PTC Team for installation. This process allows us to reduce the timeframe that the end user is without system. We then break the project down into three separate schedules in which we then assign separate teams to each schedule. The first team handles all the locations along the turnpike, a second team handles the remote location, and a third team handles the main buildings here in the Harrisburg region. This breakdown of locations allows us to be very efficient in covering the entire state in a timely manner. The locations along the turnpike is very challenging with having to access secure location such as the police barracks and maintenance buildings. To accomplish this, Adept teams with the PTC Technicians in order to gain access to those locations but it also allows us to move easily through the toll booths without delays. Once all the systems have been installed we then return them to our warehouse where we inventory them and deliver them for surplus.
- Adept's Quality of Services References:
 - Scott Fairholm, CIO
 - Gary Hentz, Supervisor

State Employments Retirement System (SERS)

- Frequency of Deployments:
 - The historical procurement cycle of SERS has been one project every two (2) or three (3) years. Typically, the remote locations were completed as a separate project from the headquarters building, located at 30 North 3rd street in Harrisburg. Typical deployment volumes for the remote sites would be a total of approximately 110 systems across the following remote office locations:
 - Seneca, Pittsburgh, State College, Montoursville, Hazleton, Bensalem
 - Regarding deployments within the headquarters building, SERS management typically installs approximately 50 systems for each project, to minimize disruption of the daily activity of the staff.
- Project Planning Process:
 - Based on SER's process, Adept's PMO engages in the planning process approximately 60 days prior to ordering the equipment. This provides enough time to finalize the project details, develop an accurate project plan, and to complete the necessary project documentation.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project. We also provide an inventory report for the systems that were installed and removed from the sites.

- Follow up: Adept conducts a lessons learned meeting at the end of the project to ensure improvement, as needed.
- Logistics & Deployment Services:
 - For a typical SERs deployment, the following services are provided:
 - Managed Logistics (warehousing, inventory tracking, delivery). This is not provided on every deployment, depending on the project requirements.
 - Delivery of equipment to the remote locations.
 - Installation and de-installation services.
 - Onsite asset tagging
 - Inventory tracking (old and new systems).
 - Disposal of old equipment. SERs usually requires that we deliver the equipment to the headquarters building first so that they can destroy the hard drives.
 - Our typical SERs deployment is as follows:
 - The equipment is built, shipped and delivered directly to the customer site, or for some projects, the equipment is delivered to our warehouse and we provide timed deliveries as required.
 - The SERS images the systems.
 - The systems are asset tagged and installed per the project plan.
 - The old systems are de-installed and delivered to a central location within the headquarters.
 - SERS de-gausses the hard drives. Our team delivers the old units to DGS.
 - Our team provides a logistics report that provide all the asset information for the new and old systems.
- Adept's Quality of Services References:
 - Dorothy Packer, CIO
 - Jim Allison, Manager, Technical Support

Department of Agriculture (AGR)

- Frequency of Deployments:
 - The historical procurement cycle of AGR has been to refresh 25% of their inventory every year.
- Project Planning Process:
 - Based on AGR's process, Adept's PMO engages three (3) – four (4) months prior to the deployment.
 - The typical planning cycle for AGR is four (4) months.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead Sr. PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project. We also provide an inventory report for the systems that were installed and removed from the sites.
 - Follow up: Adept conducts a lessons learned meeting at the end of the project to ensure improvement, as needed.
- Logistics & Deployment Services:
 - For a typical AGR deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.

- Our typical AGR deployment is as follows. Once we receive the systems in our warehouse we then deliver them to the Harrisburg location for the systems to be prepped by the AGR Team for installation. This process allows us to reduce the timeframe that the end user is without system. Once the systems have been prepped by AGR we then deliver the system by the quantity that is required for each day per the install schedule, this is done due to the limited space at their location. Adept also plans into the schedule time for the AGR technical team to follow behind our install team to add/configure any additional software that could not be done during the prep time. We then remove all the old systems each day to minimize the use of the space at each location.
 - Adept's Quality of Services References:
 - Cheryl Cook, CIO
 - Brett Schmit, Director
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**.

HP Response:

HP is providing the following products that meet or exceed the specifications for Lot 1:

- Standard Desktop - HP ProDesk 600
- Mid-Range Desktop - HP ProDesk 600
- High-End Desktop – HP ProDesk 600
- Standard Laptop - HP ProBook 640
- High-End Laptop - HP ProBook 650
- Ultra-Portable - HP EliteBook 840
- Ultra-Portable Convertible Laptop/Tablet - HP EliteBook x360 1030

Monitor Options:

- 24" VGA/HDMI Monitor – HP EliteDisplay E242 Monitor
- 24" Display Port Monitor – HP VH24 Monitor
- 23" LCD VGA/HDMI Monitor - HP ProDisplay P240va Monitor Data Sheet
- 23" LCD Display Port (DP) Monitor- HP VH24 Monitor

For more information, please reference ***HP Attachment 3, HP Proposed Product Data Sheets for Lot 1.***

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.

References from HP

	HP Reference 1	HP Reference 2	HP Reference 3
Contract Scope	PC Devices & Peripherals; hardware & maintenance	PC Hardware, Related Equipment and Services	Desktops, Laptops, & Printers
Client Name	Commonwealth of Virginia	State of Georgia	State of Indiana
Contact Name	Gregory Searce	Tetchjan Simpson	Mark Hempel
Contact Title	Sourcing Specialist	IT Category Manager	Director of Account Management, DOA Procurement Division
Address	11751 Meadowville Lane, Chester, VA 23836	200 Piedmont Ave. SW., Atlanta, GA 30334	402 West Washington St. RM W468, Indianapolis, IN 46204
Email	gregory.ssearch@vita.virginia.gov	Tetchjan.simpson@doas.ga.gov	Mark.hempel@idoa.in.gov
Telephone #	804-416-6166	404-657-4248	317-232-2498
State Government? Y/ N	Y	Y	Y

References from Adept (SDB Partner)

	Adept (SDB Partner) Reference 1	Adept (SDB Partner) Reference 2	Adept (SDB Partner) Reference 3
Contract Scope	PA Statewide Contract (Technology Management (PMO) and Deployment Services) 2004 to date	PA Statewide Contract (Technology Management (PMO) and Deployment Services) 2000 to date	PA Statewide Contract (Technology Management (PMO) and Deployment Services) 2004 to date
Client Name	Commonwealth of PA (CoPA) / Office of Administration (OA)	Dept. of Human Services (DHS) (formerly Dept. of Public Welfare/DPW)	Dept. of Labor and Industry (DLI)
Contact Name	James Weaver	Brian Smith	William (Bill) Glatz
Contact Title	Chief Technology Officer (CTO), Office of Administration (OA)	Device Project Management Supervisor	Chief, Network Support Services
Address	CTC 1 Technology Park Harrisburg, PA 17110	Willow Oak Bldg. Harrisburg, PA 17105	651 Boas Street Harrisburg, PA 17121
Email	jamweaver@pa.gov	Briasmith@pa.gov	wglatz@pa.gov
Telephone #	717.772.7120	717.772.7921	717.772.8624
State Government? Y/ N	Yes (PA)	Yes (PA)	Yes (PA)

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.

HP Response:

HP REFERENCE #1

Commonwealth of Virginia - PC Hardware; Related Equipment & Services:

HP has held this current contract with the Commonwealth since March of 2014 and with renewals, should be in place through 2019. HP has held the last two (2) contracts with the Commonwealth

HP is the largest OEM Manufacturer that works with the Commonwealth. We not only hold this contract directly, we also hold an indirect contract through Northrop Grumman who is an HP Authorized Service Provider and HP Partner. This indirect arrangement has been in place for over a decade and is exclusive for the executive agencies of the Commonwealth where we are able to provide an extensive amount of custom services across the State,

HP has customized a full variety of custom services and maintenance services on this contract as well as third party branded products which extends the full catalog value to the customers so that they can acquire everything they need for the perfect IT solutions for their environment.

Below are examples of the project work that has been done:

Norfolk Public Schools (NPS)

- 2 Million a year
- Purchase in bulk for projects often.
- Class room refresh, teacher admin, and cart delivery with systems.
- They are all Windows systems
- Work done by our reseller partner:
- Pre-sales consultation and analysis, asset tagging, imaging, delivery, deployment and warehouse services, data migration, post warranty support.
- They have been a great HP client for years.
- Much of the funding is dependent on grants.

Chesapeake Public Schools (CPS)

- 1.5 Million a year
- Purchase in bulk in the middle of the summer
- All units need to be operational in two phases
- All admin desktops and teacher laptops have to be done when the teachers return
- All student devices have to be delivered, dunnage removed, image loaded, connected to school networks, and usually placed in carts by the start of school.

In both cases – HP will stagger orders so units arrive to schedule and can be absorbed into the school system.

HP REFERENCE #2

State of Georgia - PC Devices & Peripherals; hardware & maintenance:

HP has held this contract with the State of Georgia since July 1, 2012 with excellent standing and a strong record of revenue. From the beginning of the contract award HP worked closely with the State to enhance our portfolio of products underneath the scope of the contract. In addition to the Standards that we were awarded, we offered to extend an entire balance of line of products that offered a catalog of discounts for each category of equipment HP offers. This allowed the State to expand to a wide variety of models to customize with aggressive discounts while still allowing set Standards being available at extremely aggressive prices. An example of how the work we do for catalogs break down as follows: Notebooks is the main Category Area, and then there are subcategory sections of entry level, mid-level, high-end level, chromebook, and ultralight, and tablet. Each subcategory has its own minimum discount based on quantity 1 or more. We then offer special deeper discounting for high volume orders. We also work closely with the State on marketing ideas to grow the contract business in all public sectors.

It is important to make it simple and flexible for the State Agencies as well as the Local and Educational Institutions to order competitively prices offerings and that is why we work to promote specials for each markets.

HP's additional value-add to this contract is the work we do with our Subcontract Fulfillment Program where we arrange for Partners to fulfill orders through the distribution channel and deliver their own services. Customers view favorably the ability to work with their own Partner and process their POs through them locally.

HP REFERENCE #3

State of Indiana - Desktop, Laptops, & Printers:

For the State of Indiana contract HP customized aggressively priced standards for desktops, workstations, laptops, and printers, and also worked up special catalog pricing with minimum discount levels in all subcategory areas. This has greatly enhanced our HP portfolio and opens it up so that the customer can customize any type of HP offering they would like. Other SLED entities can purchase off this contract QPA 13079. This leads to lower prices ease of procurement for those entities and ease of rollout of large projects whether HP delivered or through a channel partner.

Some of the special customer specific work that HP has done is for the State of Indiana Office of Technology (OIT) where we delivered approximately 20,000 systems. OIT is the managed service agency for the State of Indiana among other things. OIT delivers mandatory cradle to grave service to State Executive agencies as well as Legislative agencies who choose their services. HP provides a platform to order configurable and standard PC products and services as well as a host of third party products and services. These services typically include: Factory Imaging, Bios Tagging Service, Factory Asset Tagging and Reporting, Bulk Packaging, and On-site Deployment of Hardware.

Indianapolis Public Schools - 2016 \$3.9m 8600 notebook devices and carts

Indianapolis Public Schools has a minority business requirement that requires HP to use an Indianapolis based partner for the same service mentioned above. For this notebook only deployment ,HP was provided a VPN tunnel to assist in the imaging and domain naming of all the notebooks ,prior to placing the notebooks in carts, and delivering them to 66 different schools.

Adept (SDB Partner) REFERENCE #1

Commonwealth of PA (CoPA), Office of Administration (OA) Statewide Contract / Technology Management (PMO) & Deployment Services

The Commonwealth of Pennsylvania's OA/OIT Strategic Plan Vision Statement is to "Lead transformation by providing Best in Class IT services to the Commonwealth". Adept's Project Management Office (PMO) best fulfills this vision by providing the highest quality, customized, best practices Project Management and Technology Deployment Services direct to the Commonwealth specific for each agency for the past 13+ years (via the current PA Statewide Contract). Through Adept's local support infrastructure and PMO team, we have successfully delivered these custom technology services to meet all Commonwealth agency's unique requirements while ensuring their total satisfaction. Over the life cycle of the various contracts in place during the past 13+ years for the product of the IT Hardware RFPs, the Local PMO Services, Project Management and Deployment Services has been outsourced to Adept by the specific OEM technology vendors that held the Statewide contract during their time, and Adept's management team has been responsible for the overall customer satisfaction to the OEM as well as to all Commonwealth agencies in this area.

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 agency locations. No single vendor has this experience or success with the Commonwealth, which was all designed for total customer satisfaction, every time, for every project. In addition, because this service has been proven and evolved through the years too always meet the needs of each Commonwealth agency, it has maintained its overall cost effectiveness, and Adept has proven to be the highest quality, lowest cost provider of these services that are critical to agencies and their staff. 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 for the products. Adept has, and can, successfully utilize our PMO and Technology Deployment Services strategy for any type of IT hardware 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 the proposed technology hardware as described in the Commonwealth's RFP #6100039046 as documented and proven by our track record of success with all Commonwealth agencies over the past 13+ years.

Adept's PMO Team has amassed hundreds of references throughout the agencies and they range from executives within OA/OIT, to agency CIOs, to program managers and directors to the end users. We are proud of our services and how they best support all Commonwealth agencies and their unique requirements. Adept's commitment to the Commonwealth remains our number one priority, and we will continue to ensure project success and agency satisfaction into the next contract period.

Adept (SDB Partner) REFERENCE #2

Dept. of Human Services (DHS)/Technology Management (PMO) & Deployment Services

For the past 17+ years Adept (SDB Partner) has been providing DHS with Project Management and Deployment Services covering over 200 DHS locations and installing over 30,000 systems during this time period. Adept has managed and implemented projects ranging from 25 systems up to 12,000 systems, with extensive project planning support throughout the entire project life-cycle. Along with deploying new systems (i.e., desktops) we have provided services to install printers, relocation of facilities and assisted in managing retired assets. To accomplish this level of success Adept has executed a flawless record of successful deployments by partnering with the DHS Project management team to develop our "best practices" to provide the highest level of services to DHS, the program areas and the end users throughout the Commonwealth. To successfully manage the continual flow of projects that run throughout the year we meet with DHS on a weekly basis to review the current projects as well as all forecasted projects. The planning that is required to execute the variety of projects for DHS can range from one (1) - two (2) months or to as far out as six (6) - nine (9) months. Adept continually meets after each project to review the process and look for ways to improve the process through our "lessons learned" approach. Adept's level of commitment to DHS, extends to ALL Commonwealth agencies and we have customized and delivered this same PMO and Deployment Services strategy successfully to all Commonwealth agencies.

Adept (SDB Partner) REFERENCE #3

Dept. of Labor and Industry (DLI) / Technology Management (PMO) & Deployment Services

For the past 13+ years, Adept has provided the same type of extensive PMO and Deployment Services as we have described in Reference #2 for DHS. It is specifically customized to reflect the unique differences between the two agencies, and deliver the management and services in the way DLI needs them to be successful under this type of Technology contract. In addition, Adept has worked closely with DLI to develop a unique process to provide upfront reporting and tracking of new assists to allow a timely and efficient way of deploying their new systems. Because of this, DLI manages their security of their systems through their use of the MAC Address. Adept has developed a process to provide them with reports prior to the arrival of the systems that provides them with the information DLI needs to enter the new systems information so when they arrive on-site DLI can begin immediately to prepare the systems for deployment. Just like with many other agencies Adept meets with DLI regularly, every two weeks, to review the process of reporting and deploying their new systems in a way that reduces down time to the end user. Like many of the Commonwealth agencies, DLI has the challenge of providing the highest level of support to their end users while seeing a reduction of staffing in their field operations. Adept continually works with DLI to review the best usage of the services provided by Adept's PMO to help with their challenges while keeping their budgetary concerns as a main goal.

Why to choose HP

HP is a proven leader and focused innovator in the personal systems and printing markets with leadership across commercial and consumer segments.

As one of the leading technology companies in the world, HP takes a total solutions approach to supporting the public sector and the professionals who dedicate themselves to this segment. We do this as your business partner, not merely a vendor. At HP, we have a high level of commitment to the public sector and we work to build a strong relationship with each of our customers. We are not just a PC and printer manufacturer, but a committed partner that brings technical solutions, services and best practices to our customer base to help you maximize your budgets and continue to lead in the public sector arena.

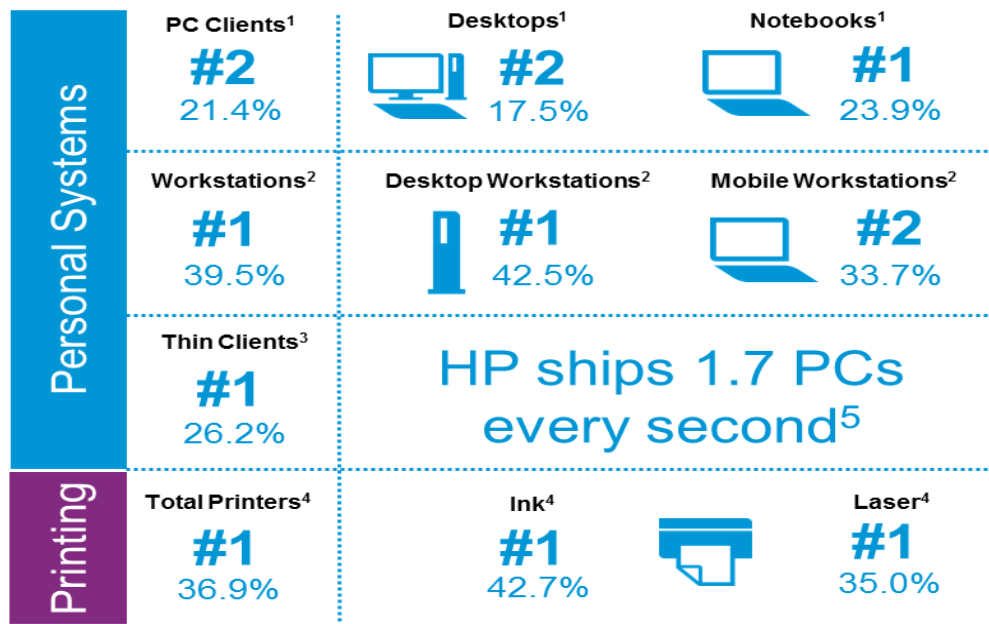
The unique position that HP holds among suppliers of information technology solutions is based on corporate stability, technology innovation and over 75 years of experience serving customers in diverse industries.

With exciting new technologies on the horizon and an improved ability to enable investments in growth markets such as 3D printing and new computing experiences, HP is well-positioned to invent technology that empowers you to create, interact, and inspire like never before. We are proud that our products touch so many lives, and we want you to know that this is just the beginning. We believe that technology is vital to helping us all succeed in this rapidly changing world. We are committed to using our products, services, and ideas to unleash the exciting new possibilities just around the bend.

In its proud history, HP has not only changed the face of technology but also changed the way that an entire industry has come to view its commitments to its people, its customers, its communities and the world.

HP provides sales and services in more than 170 countries and employs approximately 47,000 employees worldwide. HP corporate headquarters are located in Palo Alto, California.

HP's market leadership spans commercial and consumer solution areas. With a No. 1 or No. 2 market share ranking in several key IT product categories, HP holds a formidable competitive position that is unmatched in the industry. The following chart summarizes HP's market leadership position in the product segments.



Sources: 1 IDC Q3C16 WW Final Personal Computing Tracker; 2 IDC Q3C16 WW Final Workstation Tracker; 3 IDC Q3C16 WW Enterprise Client Device Tracker; 4 IDC Q3C16 Final Hardcopy Peripherals Tracker; 5 HP internal financial units fiscal 2Q15-2Q16, PC clients

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.

HP Response:

HP is able to provide the information required for the quarterly report utilizing the format in Appendix J, Quarterly Reporting Template. The quarterly reports will include:

- Sales Report
- Problem and Response Report
- Outstanding issues Summary Report
- Quarterly Summary Report
- Detailed SLA Metric Report

HP has provided a sample report as ***HP Attachment 4***.

Quarterly Business Reviews

Selling the proposed products and services and getting the Commonwealth up and running are just the first steps in developing a long-term relationship. Ongoing account management keeps HP in close contact, making sure your goals and needs are met. Our account management services include the following:

- Providing a long-term central point of contact for the Commonwealth
- Facilitating seamless problem resolution
- Evaluating product and service outcomes against strategic goals
- Obtaining customer satisfaction data at regular intervals
- Identifying opportunities for additional product and service offerings to enhance customer outcomes and return on investment (ROI)
- Gathering customer input on product and service enhancements
- Detecting trends in customer experience that may require operational changes within HP
- Coordinating the Commonwealth's participation in user groups

The HP account management team is committed to building and fostering this strategic partnership with the Commonwealth by maintaining customer satisfaction, resolving problems quickly, and identifying opportunities to integrate additional solutions to maximize the Commonwealth's ROI. HP will participate in Quarterly Business Reviews to communicate overall contract performance, to review contract metrics and progress on any initiatives aligned to contract objectives.

The HP account team will hold regular update sessions with the Commonwealth's key technical personnel at least once a quarter or with greater frequency as new technology releases or issues arise. These meetings are designed to inform all parties of the status of the relationship, to advise on any project work planned or in progress, and to draw attention to any technical or other issues that have occurred or could occur in the future.

In addition, Technical Consultants provide roadmaps for HP future technologies. These briefings can be incorporated into regular meetings with the Commonwealth or held separately if a different audience is required. All personnel present at the briefings who are not employed by HP will be required to sign an NDA form binding them to non-disclosure.

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.

HP Response:

HP understands that cultivating a successful long-term relationship with the Commonwealth requires a knowledgeable and experienced account team that consistently meets or exceeds your expectations. One of our key differentiators is our commitment to professional account management. We leverage the unique characteristics of our field teams and the strength of the HP experience to link HP and the Commonwealth together as a team to enhance our working relationship and promote technological developments within the business enterprise.

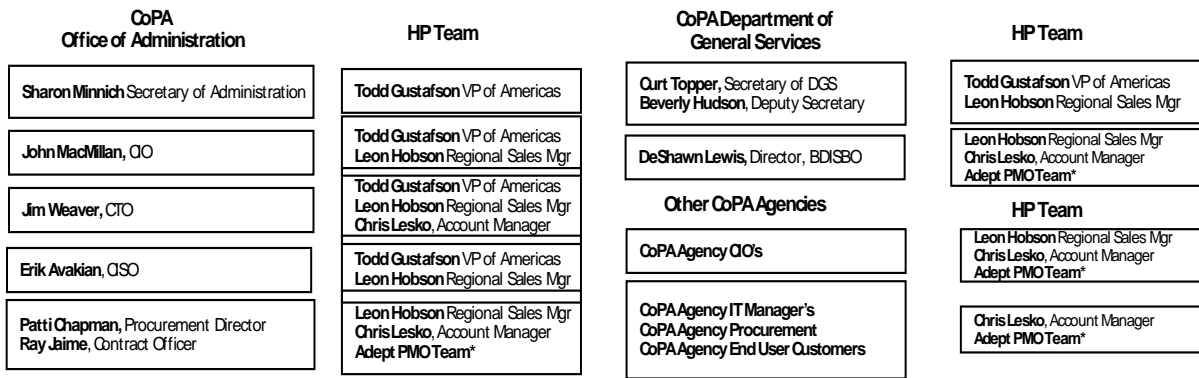
The Commonwealth's HP Contract Sales Manager (CSM) is responsible for managing our overall business relationship with you and making sure that appropriate HP resources are engaged. These resources include experienced sales professionals, skilled technical support, and subject matter experts. Possessing the right blend of knowledge, skills, and experience, the HP team can assist the Commonwealth in managing every aspect of IT ownership—from early product disclosures and presales consulting to technology refresh planning and redeployment of assets.

Our comprehensive approach to account management gives the Commonwealth a single vendor source for planning, design, procurement, integration, management, and support. Our commitment to professional account management helps to maintain seamless and consistent delivery of value-added solutions and services to the Commonwealth.

Vanessa Paul
 Contract Sales Manager
 Office: 404.774.7133
Vanessa.paul@hp.com

To support the Commonwealth’s supplier diversity programs and initiatives, HP will be partnering with ADEPT, a local representative, and shall provide general project staffing, project management and technology deployment services during the term of the contract.

HP/Commonwealth of PA Key Personnel Alignment



*ADEPT PMO Team (Local Support and Delivery Team)
 SDB Partner to HP

Kirit Mehta, President Mark Kirsch, Vice President Kerry TenHuisen, Vice President & CO Doug Evans, Sr. Project Manager (CoPA) Bill Lord, Sr. Project Manager (CoPA)
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In addition to the CSM, the following table outlines the roles and responsibilities of the Commonwealth’s account team.

The Commonwealth of PA Account Team	
Vanessa Paul Contract Sales Manager	The Contract Sales Manager is the post-award management lead for implementation of the contract vehicle and is the primary HP interface with the assigned Contract Procurement Officer(s). The Contract Sales Manager manages the contract to ensure compliance with terms and conditions and acts as the escalation point of contact.
Chris Lesko Sales Account Manager	The Sales Account Manager is responsible for all PC products HP sell in Lot 1 and Lot 2. The Sales Account Manager supports State and Local Government, K-12 and Higher Education or named accounts, providing more of a focus on the product and market. This individual is the primary point of contact for procuring entities. The Sales Account Manager works closely with the Inside Sales Representative and the procuring entities covering special pricing requests, availability of new product, and

The Commonwealth of PA Account Team	
	roadmaps. The Sales Account Manager engages Corporate resources as a "Customer Advocate."
Rich Cantera PC/Mobile Technical Consultant Ray Plavchak Workstation Specialist Bill Nichols Print/Security Technical Consultant Carolyn Bunner MPS Specialist	The Technical Consultant (TC) assists the Account Manager and the Commonwealth on a consultative basis for project and technology planning. The TC is responsible for providing technical support and leadership in the creation and delivery of technology solutions designed to meet the Commonwealth's business needs. In addition, the TC acts as an escalation point for technical issues and trends.
Matthew Martinez Inside Account Manager	The Inside Account Manager (IAM) works in partnership with the AM to assist the Commonwealth with any questions, product information, or sales needs. Support is also provided through "task substitution," such as quote support, customer follow-up, problem resolution, seed placement request, product availability, and delivery questions.
Teresa Burton-Jira Account Operations Manager	The Account Operations Manager (AOM) will provide a thorough customer "needs analysis" for your Direct fulfillment solutions. As an extension of your assigned HP account team, the AOM's primary function is to be the single point of accountability for proactive end-to-end operational support. The AOM engages with the Commonwealth, the HP account team, and all other HP functions to support customer satisfaction through solution development, process efficiencies, service-level attainment, and continual operational improvements as appropriate. Once the opportunity has been fully deployed and has reached a steady state or maintenance mode, the AOM may disengage and turn all fulfillment management responsibilities over to your HP Direct Order Management Team.
Adept Program Management Office	The Project Manager Office (PMO) is responsible for documenting and understanding the Commonwealth's unique requirements, communicating these requirements to the team, formalizing and maintaining instructions for your project, communicating project status, and managing the project to completion within the timelines committed.
Sean Capri Hewlett Packard Financial Services	The Hewlett Packard Financial Area Manager (FAM) assists the account team in providing a customized financing solution, if required. Technology refresh options, asset management, and asset-disposition tools are often integrated into the final offering. The FAM is the single point of contact for HP Financial Services.
Sherri Maddox eBusiness Consultant	The eBusiness Consultant (eBC) is responsible for cross-regional eBusiness solution consultation, design, and deployment supporting HP Direct customers and HP account teams. The eBC also manages scope changes for existing eBusiness customers, including new services, functionality, and upgrades to existing services and tools. Catalog content accuracy, eBusiness education, issue resolution, customer satisfaction, and gathering customer experience input and requirements to drive future capability development are also key focus areas for the eBC.

The Commonwealth of PA Account Team	
Order Management and Customer Services Representative	There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative (CSR) is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal HP departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery.
Leon Hobson Regional Sales Manager	The Regional Sales Manager is responsible for the Sales Account manager and is an escalation point of contact. The Contract Sales Manager work closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.
Todd Gustafson Vice President, Public Sector Sales of North America	The Vice President is an escalation point for issues effecting contracts and Public Sector accounts by the Printing and Personal Systems Groups. The Contract Sales Managers work closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.
Priority Management Service Technical Support	HP Priority Management Service offers an assigned HP Global Customer Support Manager to monitor, report, and manage your support needs. This service provides parts prioritization to reduce downtime and get the Commonwealth back to business faster. It also delivers performance monitoring, executive level reporting, and proactive support planning to provide a premium support experience!
Service Subcontractors (Services only – PO to HP only)	Subcontractors may be used to handle customized service offerings as a normal course of business, which can include and is not limited to installation, image loads, asset tags and additional deployment services. The servicing subcontractor works closely with HP team members, and all services are purchased directly from HP.

In addition, HP will be leveraging the support for the potential off-site optional services with Riverside Technology, Inc. (RTI).

The Commonwealth can be confident that the assigned HP account team members are well qualified and all levels of management are involved to maintain customer satisfaction. Should the Commonwealth experience difficulties with any of the account management team, HP senior management would be happy to discuss the account team structure, membership, and responsibilities.

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.

HP Response:

HP's Contract Implementation Process

The development of a successful implementation plan is a partnership effort. Your HP Contract Sales Manager, collaborating with a designated Account Operations Manager and HP's Subcontractor Adept Consulting, drive a smooth implementation and successful transition. Final processing requirements are usually determined during the first thirty (30) days after the contract award at which time a thorough analysis and revalidation of the requirements as well as planning activities will have been completed.

Your HP Contract Sales Manager will determine the subtasks and additional resources required to meet the Commonwealth's needs to implement our contract. For the punch-out, the HP Team will work with the Commonwealth to implement as quickly as possible.

As a result of HP's vast experience and expertise in implementing and managing large State and Local Government and Federal programs, HP developed and implemented a Program Management Office (PMO) specifically to support State Government in 2004. The State Government Contract Program Management Office works with Senior Management, District Managers, Sales teams (Account Managers/Inside Sales Reps and Managers), Solutions Architects, Area Customer Service Managers, Operations, Finance, Order Management (CSRs), Service teams and every resource tied to contract implementation and end user purchase experience.

HP offers custom technology deployment projects services to help agencies with their strategic planning. This 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. HP's team 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. 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. An assessment of the agencies purchase frequency with larger equipment purchases and run projects throughout the year with one or two major projects making up most of their procurements is reviewed. While some agencies will do yearly deployments that is part of a four (4) – five (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. The HP team provides high quality trained deployment service professionals to all Commonwealth agency projects. All technicians that work on-site on the Commonwealth locations have experience with the 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 the 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

- For projects of under 500 systems planning starts three (3) – four (4) months in advance which includes three (3) major planning session and six (6) touch point meetings.
- For projects between 500 and 1,500 systems planning starts six (6) – eight (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.

HP understands that cultivating a successful long-term relationship with Commonwealth requires a knowledgeable account team. We believe one of our key differentiators is our commitment to professional account management. HP utilizes the unique characteristics of our program management and field team, and the strength of the HP experience, to effectively link our organizations together as a team to enhance our working relationship, ensure contract compliance, and promote technological developments within the business.

Part of HP's management style is that all levels of management and operations become involved with our State and Local Government and Education accounts. HP promotes the development of strong relationships at all levels of our organization within the Printing and Personal Systems and Enterprise teams that support the Commonwealth contract.

Mobility

HP looks forward to having a discovery session with the Commonwealth in building a custom mobility plan. HP has a three tier approach to Mobile transition and at a high level the following are the areas of focus:

- Mobile Hardware – HP Inc. offers an array of hardware to meet your mobility needs from hand held phones to high performance platforms. HP Inc. invest lots of money into research and development to Engineer the world's best products.
- Services – HP Inc. has a Suite of Services to help meet your needs including PC as a Service. We consultant, Implement and sell solutions that drive your goals. This process is consistent and always changing.
- Security – HP Inc. Engineers platforms that are secure and have proprietary solutions that no one can match. HP Inc. does and can offer free user group seminars (hosted by our Security & Education Team) to help educate the Commonwealth move to a safe and more secure environment.

The Commonwealth's workforce needs unrestricted access to the people, applications, and data that are important to them. This demands that organizations not only keep up with advances in mobile technology but also quickly adapt to ever-evolving expectations and preferences.

As enterprise technology continues to rapidly evolve, lines are being crossed. It's continually morphing, blending and becoming more focused on the customer. The individual user, not the corporate environment, is now the driving creative force. With this new style of IT multi-device OS environments where personal and work devices co-exist, there's a greater reliance on collaboration tools and cloud-based ecosystems.

The HP PHI design philosophy is 100% focused on creating solutions that integrate designs with the latest consumer technologies that customers crave. And so to that end, we have re-designed the look and feel of our new business notebooks to elegantly integrate both form and function.

With this in mind, HP designed its new EliteBook and ProBook Series for mobility, durability and security, while pleasing the eye with a radically thinner profile wrapped in a performance-inspired design.

With laser-sharp focus on new materials we've not only enhanced performance, we've also elevated the aesthetic value of the products. We've made our business notebooks dramatically smaller, lighter, and thinner for greater comfort, style, and mobility, but without sacrificing durability and valued features.

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.

HP Response:

HP has worked with the Commonwealth of Pennsylvania on several occasions with our local Subcontractor Adept Consulting who provides this type of services. The services is customized based on the unique needs and conditions the Agency has. Many times it is the case that the locations can only accept so many pieces of equipment at a time so we provide staggered delivery based on a schedule comfortable and agreeable with the Agency. Adept has facilities available to them to hold inventory so that is not a burden on the Commonwealth Agencies and provides the perfect Deployment solution.

As a multi-billion dollar worldwide provider of technology procurement services, HP understands that product acquisition can be planned, tracked and deployed to make business more efficient. HP has developed advanced distribution systems and customization processes to meet the needs of companies across all industries. Whether a customer requires a single system or end-to-end deployment services for a major project rollout, HP is the right choice.

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?

HP Response:

HP has helped many States efficiently manage their hardware assets with the custom asset tagging solutions created specifically for each States’ unique needs.

PC Asset Tagging - HP offers flexible options for asset tagging and labeling of hardware and/or packaging in the Customization Facilities prior to shipment.

HP can create electronic asset tags by electronically recording asset tag numbers into the system BIOS as part of our PC BIOS Asset Tagging Service. For physical asset tags or labels, HP will affix a customer-supplied physical asset tag, or will create tags to meet a customer’s requirements.

HP’s standard asset tags are barcode readable and can accommodate multiple customer-defined data fields. HP offers several options for customers that require additional fields of data, special graphics or labels, custom placement on the product or packaging, or other customized services.

HP also offers ready-to-deploy asset tagging services that do not require input from the customer to support. Two of these services are available for placement on the hardware to include either the serial number and two MAC addresses or the serial number, the MAC address and the UUID. A service to place this information on exterior packaging includes all four items: serial number, two MAC addresses and the UUID. Each field on these tags is barcoded for faster asset management and warehouse processing. In addition, HP can affix a ready-to-deploy asset security tag to protect your systems from theft.

Asset Management - HP can provide the Commonwealth with a detailed asset reporting document that includes specific delivery and serial number information for each system. Additional User Defined Fields (UDF’s) can also be added to capture additional data points for reporting. HP can provide asset reports, which are available in several different file formats (comma delimited, tab delimited, and MS Excel), and HP can email this automatically generated file via email to one or more email addresses. HP is also will to investigate other file delivery methods.

As an Original Equipment Manufacturer providing products and services through a Direct fulfillment model, HP manages our manufacturing processes according to customer forecasts. The actual positioning of product is internally managed using these forecasts, so our supply chain exists on the component level.

Adequate component-level inventory is therefore central to preventing product shortages and maximizing the efficiency of HP's manufacturing operations. In order to optimize the locations of the manufacturing inventory, HP implemented a Vendor-Managed process utilizing a Minimum/Maximum inventory replenishment strategy. HP set out to optimize inventory location, ensure effective inventory replenishment, and reduce the number of touch-points required during manufacturing.

In the event of product/component shortages, this Vendor-Managed model also gives HP extended visibility into the component supply chain. This visibility allows HP to project shortages against customer forecasts, and on a case-by-case basis, customers are better able to prepare for the impact of a product shortage if HP can identify the shortage before it occurs.

In addition to forecasting, the general strategy to ensure reliable availability of HP's components and manufacturing resources throughout our supply chain includes:

- Execution of long-term strategic supply agreements with key suppliers for guaranteed supply or supply percentage in times of allocation
- Contracted vendors dedicated only to HP manufacturing needs
- Multiple sourcing from more than one geographical location for components and manufacturing from "near-shore" locations in Mexico to "off-shore" locations in Asia and Europe
- Maximize use of standard components (HP quality and performance tested) in designs
- Strategic stocking/accumulation programs
- Secondary and tertiary market-buy programs

HP positions materials in two ways: flex and buffer. In short, buffer is the vendor-owned inventory positioned at all manufacturing sites. Flex strategy is the incremental demand added to the forecasted demand. Flex percentage, or the percentage of incremental demand added to the forecasted demand, is used by the business units as incremental demand to our forecast to guard against demand volatility.

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

HP Response:

HP Labs is passionate about making our research real—driving technology to commercialization in the areas most important to our customers and society. We are driven to create solutions that transform data into value, bytes into experiences, noise into knowledge. We take our technologies from prototype to near market-ready, co-investing with HP businesses to deliver new capabilities for HP and our customers.

HP remains committed to innovation as a key element of our culture. Development efforts are focused on designing and developing products, services, and solutions that anticipate customers' changing needs and desires and emerging technological trends. Our efforts also are focused on identifying the areas where we believe HP can make a unique contribution and the areas where partnering with other leading technology companies will leverage our cost structure and maximize our customers' experiences.

Expenditures for research and development were \$1.2 billion in 2016. Prior investments included:

- \$1.2 billion in fiscal 2015
- \$1.3 billion in fiscal 2014
- \$1.2 billion in fiscal 2013
- \$1.2 billion in fiscal 2012

We anticipate that we will continue to have significant research and development expenditures in the future to provide a continuing flow of innovative, high-quality products and services to maintain and enhance our competitive position.

Patents

Our general policy has been to seek patent protection for those inventions and improvements likely to be incorporated into our products and services or where proprietary rights will improve our competitive position. As of October 31, 2016, HP Inc.'s worldwide patent portfolio included over 18,000 patents.

HP believes that our patents and applications are important for maintaining the competitive differentiation of our products and services, enhancing our ability to access technology of third parties, and maximizing our return on research and development investments.

HP will conduct quarterly reviews with the Commonwealth as well as Bi-Yearly Technology Events where the Commonwealth can touch the devices and speak the HP Technical Consultants.

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.

HP Response:

The HP corporate desktops and notebooks support a single image for 12 to 18 months, making them easier to deploy, manage, and reduce ownership costs. HP collaborate with our component manufacturers and this is a key element in developing stability and consistency into our client products. We work closely with Intel and other manufacturers of components such as hard disk drives, optical storage devices, and graphics chipsets and cards to meet the stringent stability requirements of HP. This means component suppliers' roadmaps are scrutinized and often modified to find a proper balance between the strict stability and consistency requirements and the need to maintain platform cost. The result of this work is long product lifecycles and a single software image.

HP Business PCs are engineered from the ground up for image and hardware stability for up to 18 months. The benefits are as follows:

- Image does not change for 12-18 months
- Allows you to plan rollouts
- Pre-install image and HW components do not change; no need to re-qualify models - reduces test time and support costs

HP is able to deliver long product and image stability because we look at stability from both a horizontal and vertical perspective. Vertical platform stability creates commonality of chip sets and major architectural features from the low end to the high end of a specific product series. This means that if you buy a high-end PC and create an operating software and driver image for it, and then when you buy a low-end or mid-range PC from the same series, that image will still work. Vertical platform stability requires that the PC hardware vendor design the PCs within a product series so that a consistent set of software images can be deployed. This can greatly reduce total cost of ownership and cut down on the support effort associated with maintaining a large number of images.

Horizontal stability offers platform and software image stability over time. With good horizontal platform stability, a long-term software image can be developed and deployed across a population of PCs without the need to implement major changes every few months - as is often the case. This is possible because HP creates an architecture that is scalable and stable enough to accommodate new models within the same product series while maintaining the same image and driver commonality. With horizontal stability, PCs are architecturally and component-compatible with both existing models and those yet to be introduced in that same series.

Whereas many PC vendors change internal boards and chip architectures on a nearly monthly basis, HP Business PCs have brought a vertical and horizontal commonality of board, BIOS, driver and software images to an unprecedented degree. This eliminates the all too common situation where an organization has dozens of different PC configurations to maintain and support. Eventually in even the most stable line of PCs, there will be an architectural change that will require a new image. If that should occur, HP will provide advanced warning about changes to drivers, chipsets and motherboard architectures, which makes any eventual modification of software images manageable and incremental.

The Commonwealth will benefit tangibly from HP's product lifecycle philosophy. Our emphasis on product stability and long-term supportability translates into high-quality products that require less maintenance and less frequent software image updates. The HP commitment to providing binary compatibility and cost-effective hardware upgrade options assures the Commonwealth of outstanding investment protection and a smooth growth path to new technologies.

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.

HP Response:

HP strives to maintain a competitive advantage by providing products and services of the highest quality and lowest cost, with the best delivery, responsiveness, and technology available. Key to achieving this goal is the selection of outstanding suppliers. Because more than 80% of HP products are manufactured through alliances and partnerships, suppliers play a critical role in providing high quality products that deliver superior performance and long, trouble-free service.

HP works closely with our suppliers in one of the largest global supply chains in the IT industry to promote improved efficacy. The most effective way to expedite the process through HP's supply chain is to start with a forecast that the dedicated HP sales account manager can help the Commonwealth and its agencies develop to target the exact outcome sought for each opportunity. We have a dedicated Demand Fulfillment Manager for the Commonwealth that will work with the Account Operations Manager and the Account Executive on developing an accurate forecasts and additionally may be able to customize request a materials reservation for a committed forecast, if needed.

Staging and Storage

HP will utilize our subcontractor Adept to provide the Commonwealth with a customized staging and storage remedy based on each unique opportunity. For effective expediting, HP will provide one (1) standard spare unit for each platform to be utilized when a device is being repaired to limit downtime.

Adept's combined office and warehouse is located at:

49 Business Campus Way
Duncannon, PA 17020

Adept's facility is capable of supporting the Commonwealth's staging and storage requirements as outlined in the features of the location below:

- Size
 - Insured & secure 6,000 foot warehouse
- Security
 - door and motion sensors
 - CCTV cameras
- Receiving
 - two (2), 14 foot tall receiving bays
 - ground level warehouse floor
 - Documentation and Receipt of LTL and small parcel shipments
 - experienced forklift operators
 - bulk storage / stacked pallets capable
 - Inventory Reporting
- Customer accessible by appointment
- Climate controlled 11 seat office space & 6 person conference room
- Vehicle Fleet includes:
 - two (2), 14 foot box trucks
 - one (1), 10 foot mini-box truck
 - three (3) cargo vans

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

HP Response:

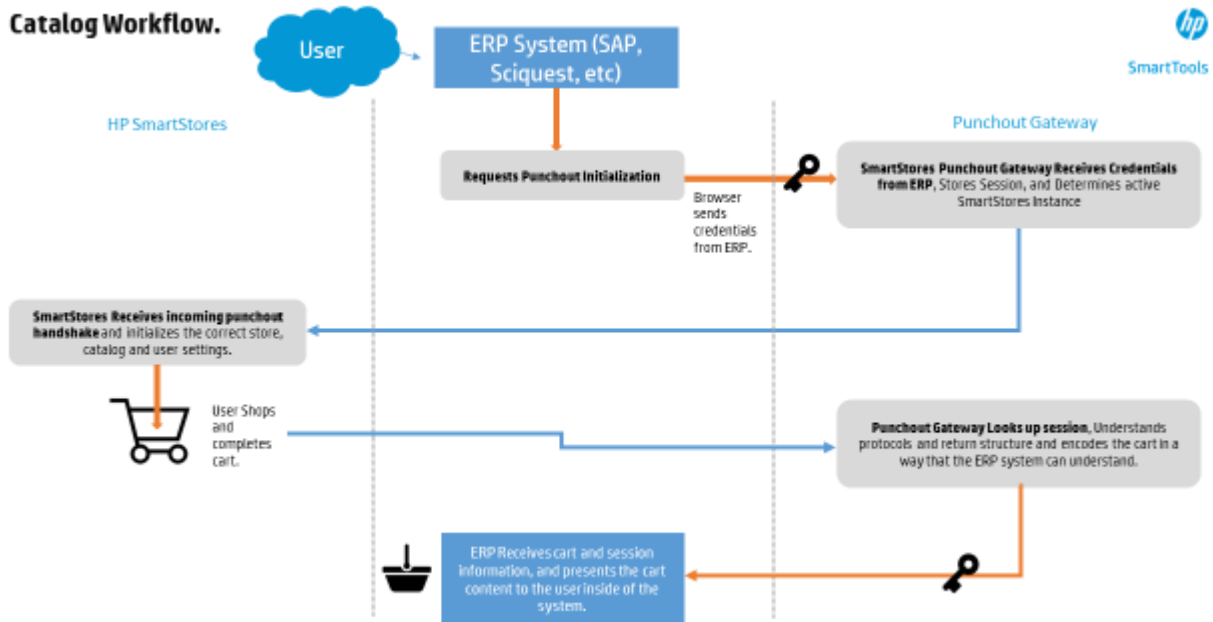
HP will utilize our subcontractor Adept to provide the Commonwealth's HP SmartStores solution set natively supports integrations with punch-out instances and entities utilizing both CXML and OCI standards. HP SmartStores has deployments with entities such as SAP, Sciqwest, Ariba, Unimarket, and more.

HP customers who want to drive purchasing through their internal eProcurement system can benefit from HP Partner's extensive experience in integrating with the industry's leading enterprise eProcurement platforms. Through the HP SmartStores solution provides a proven and standards-based implementation methodology that delivers significant benefits:

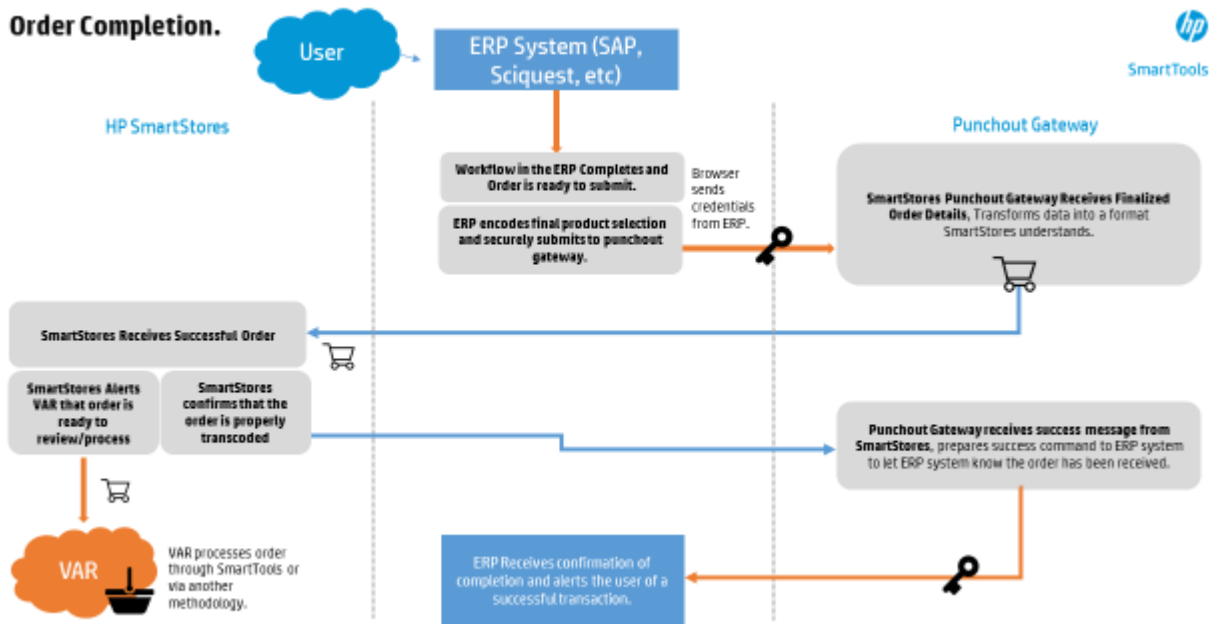
- Encourage adherence to established IT standards with a consistent catalog and predefined product set
- Reduce order management costs by increasing control over purchasing activities
- Improve order accuracy and efficiency through automated processes aligned with existing systems

The HP SmartTools team will work with your customer support mechanisms to stand up a test environment integration prior to production. Custom requirements can be taken into consideration during this time. The average deployment "concept-to-production" is usually 1 to 3 weeks, depending on the complexity of the structure and how closely the requirements meet general standards of the language (CXML or OCI) that is being integrated.

Catalog Workflow.



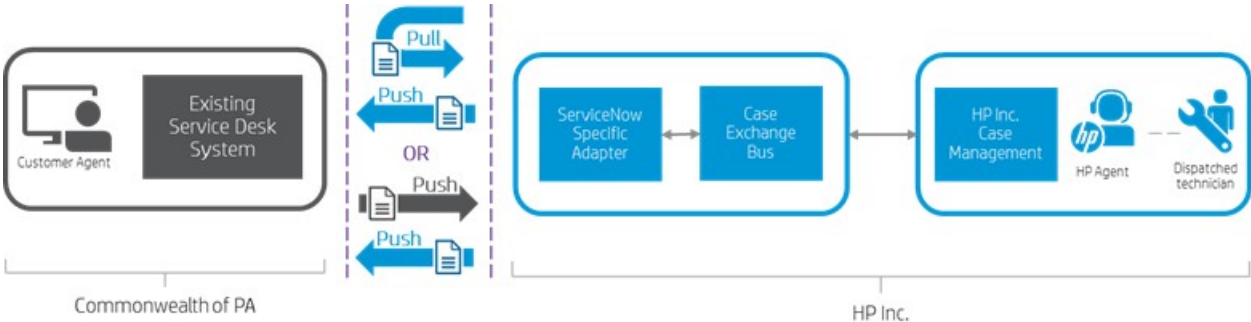
Order Completion.



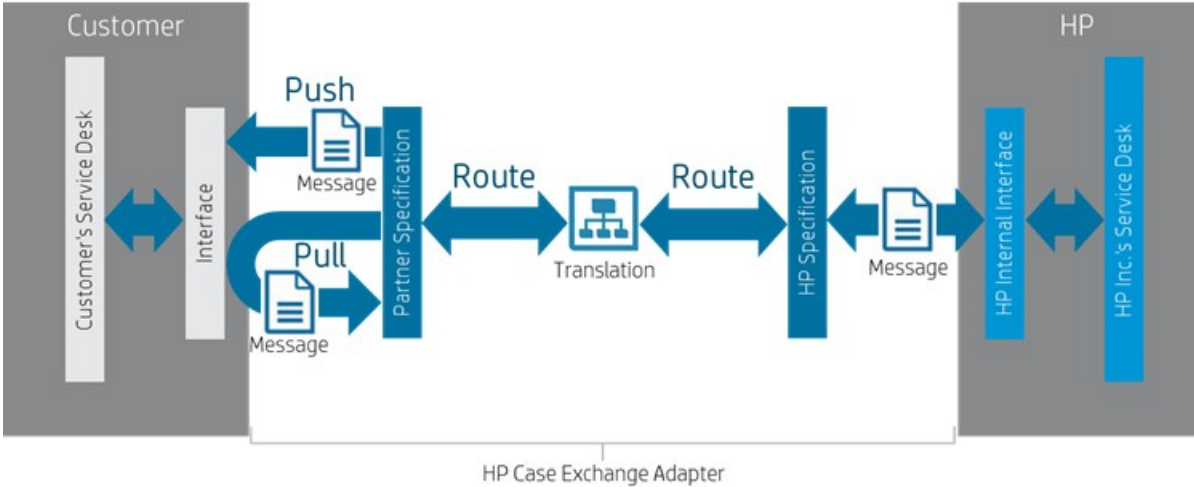
15. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth’s current service environment by meeting or exceeding these requirements.

HP Response:

HP Case Exchange enables seamless, automated support service ticket exchange between the the Commonwealth’s service desk system (including ServiceNow) and HP’s case management tools. Incident ticket events will flow from the customer ticketing system to HP and vice versa in an automated and secure way manner. The adapter will translate the received data from one side and send it to the other side for processing.



The HP Case exchange adapter acts as a bridge between the Commonwealth and HP, routing and translating data to and from each service desk system. HP configures the adapter to poll the Commonwealth’s existing service desk web services in order to receive service desk tickets and updates FROM the Commonwealth. The adapter then pushes acknowledgements and updates to the Customer’s existing service desk web services. Messages are translated and routed between both sides.



For successful case exchange integration, some technical work may be required from the Commonwealth. At a high level, the Commonwealth will be required to provide:

- Connectivity, including, but not limited to: protocols, interface characteristics, test and production end points, and security requirements. Some adaptation of the existing Commonwealth interfaces may be required.
- Process flows: a list of processes, their meanings, and how each process leads to a change in ticket status.
- Data structures: a field list for each process, their meanings, and their optionality.
- Resources: project, technical, and business process experts to engage in discussions.
- Testing: to conduct User Acceptance Testing (UAT) and identify any issues.

In order to connect and translate the data, the adapter needs to be customized for each customer, and the customer's interface may need to be adapted to communicate with HP.

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.

HP Response:

HP has reviewed the list of IT Policies and has provided as ***HP Attachment 5***, a list of policies not applicable to the devices in Lot 1 based on the scope of services and procurement defined at this time. These policies may need to be reviewed again if a formal Statement of Work is developed.

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.

HP Response:

HP has read and acknowledges. The proposed HP business class products for Lot 1 includes a Secure Erase capability.

In addition, the Commonwealth has requested four (4) year warranty with keep your hard drive. For eligible products, Defective Media Retention service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash Drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/Flash Drives on a covered system must participate in the defective media retention. Notwithstanding anything to the contrary in this document or HP's current standard sales terms, HP waives the right to take possession and title of a defective Disk or SSD/Flash Drive covered by the defective media retention service feature option in the event a replacement product is delivered by HP to the Customer. The Customer will retain all defective Disk or SSD/Flash Drives supported by HP under the HP support agreement, and the Customer remains fully responsible for the protection and privacy of the data residing on the defective Disk or SSD/Flash Drive.

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

HP Response:

HP knows that project management is critical to the success of any contract. HP's mission is to offer solutions that enhance the overall customer experience, and successful management of projects. HP Project Managers are certified Project Management Professional by Project Management Institute and may also have additional certifications such as ITIL Certification and Lean Six Sigma.

HP Lean Six Sigma is one of the important quality improvement strategies HP uses to deliver continuous process improvements. Lean Six Sigma is based on a data driven, consultative approach, which has proven highly-effective in addressing root causes and providing immediate fixes in solving problems. HP believes that quality is a state of continuous improvement that enables consistent fulfillment of customer needs.

One valuable cost savings suggestion is planning and forecasting needs for up to a year to allow for the best savings under the contract. This may not always be possible in State and Local Government or Education, but always a suggestion that can help agencies realize even more savings if not utilizing the State Specific Standard. A recent example is State of Delaware, which put out a bulk purchase quote request based on its forecasted volume that gave the State the best price to obtain savings for the overall budget dollar. Overall, HP will commit to provide any added value throughout the term of the contract should those type of situations come to our attention and may not be noted in this section at this time. We want to thank you for the opportunity to share added value suggestions and improvements that are typically already on the minds and in action by the Commonwealth.

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.

HP Response:

HP's accessibility plan for the Commonwealth is to primarily use the assistive technology features that are provided within the Operating System (example Ease of Access in Microsoft Windows) and our ease of use designs; and supplement with suitable third party assistive technology for specific User needs with products found in the marketplace, that then provide dedicated support for their products.

HP Desktops, Laptops, and Ultra-portable Laptops are designed to industry standards and Operating System specifications and for ease of use by the widest range of Users, including people with disabilities and age-related limitations. Third party assistive technology that implements to the same industry standards and OS specifications would be compatible.

HP products and services include design goals to meet the US Federal Government Section 508 EIT standard and WCAG 2.0 level A and AA, where competitively, technically and economically feasible. Reports with information on how each product conforms to the Section 508 standard are available on hp.com/accessibility along with a statement about our commitment to accessibility and other related and helpful information.

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.

HP Response:

Spares

HP will stock one (1) spare per platform to limit downtime for devices currently being serviced. These spares can be utilized to replace units being serviced by HP or the partner.

Bi-annual Technology Event (July and December)

HP Inc. will host a Technology Event for the Commonwealth agencies. This event will give employees an opportunity to see, touch and demo current HP equipment. We also bring in industry experts to cover product roadmaps & security initiatives.

Annual Pricing Review

HP Inc. will conduct a pricing exercise which will determine if the Commonwealth is receiving the best possible pricing. Microsoft, Intel and all component companies from time to time will reduce their cost to HP. As a best practice, we would like to pass these savings onto the Commonwealth.

DEMO Program

The HP DEMO Program for commercial based customers provides access to HP products for demonstration, test, and evaluation purposes. With <25,000 loans processed and approximately \$22 million in inventory managed annually, the HP DEMO Program serves thousands of HP customers throughout North America.

The HP DEMO Program offers a flexible and easy-to-use experience with:

- Single source product loans
- Minimal paperwork
- No volume commitments
- Reasonable loan periods
- Knowledgeable phone-in technical support
- No fee equipment, shipping, or support
- Attractive end-of-loan purchase and lease options

Loan Placement Terms

As part of HP's ongoing briefing and forecasting relationship with the Commonwealth, the HP account team will identify the product models and timeframe required for evaluation. HP will then deliver a suitable number of evaluation units for testing and certification. Evaluation periods last between 60 and 120-days along with a possible one-time 30-days extension depending on the product.

Equipment Loan Process

The Commonwealth submits an equipment request to your HP Account Manager, who then verifies the requested configuration. Evaluation units are then configured and shipped from HP's DEMO Program configuration center to the Commonwealth's designated representative. HP provides these units at no cost. At the end of the loan period, the Commonwealth has the option to purchase evaluation units directly from HP at substantially discounted rates.

Early Evaluation Program

The HP Early Evaluation program gives selected customers the opportunity to review and assess new HP products and technology prior to formal announcement. The program underscores our commitment to ease of doing business as part of a superior total customer experience. Additionally, the program gives customers the opportunity to do the following:

- Engage in hands-on evaluation of new products prior to announcement
- Compare current and new technology
- Prequalify software image and drivers
- Experience new form factors and functionality in the user environment
- Plan more efficient and effective product transitions
- Deploy new technology more quickly

Early evaluation also benefits HP by providing a valuable mechanism for direct customer feedback on technical, functional, and quality factors, which can be used in the development of future products.

HP Self-Maintainer Program

The HP Self-Maintainer Program provides the Commonwealth with an alternative to service and support through HP authorized warranty delivery partners or HP Services. In turn, the ability to self-service eligible HP products allows the Commonwealth to meet the needs of its internal customers quickly.

Features and Benefits

As an HP Self-Maintainer, the Commonwealth can take full advantage of the features and benefits that follow:

- **HP Channel Services Network (CSN)**—An online warranty claims processing program. This Microsoft® Windows®-based application ties directly into the HP Service Order Management database. CSN can be accessed through the Internet 24 x 7 and allows real-time ordering (no batching). It enables warranty verification, permits claims processing, and provides detailed reports.
- **Repair/Exchange**—An efficient, cost-effective method of obtaining inventory, as well as maintaining tighter inventory control. This is a one-for-one parts exchange program for out-of-warranty HP parts. Partial credit will be given for defective parts once returned. Additionally, active HP Self-Maintainers receive a discount on non-warranty HP Genuine Spare Parts when purchased via the HP Parts Store.
- **In-Warranty Repair**—Receive the service authorization and the technical knowledge to perform your own in-warranty PC and printer repairs. HP provides the tools and training necessary to reduce your response time in critical situations.
- **Service Advisories and Bulletins**—Include the latest service-related information regarding administrative procedures, products, programs, special offers, and non-critical technical information. They are published on CSN whenever there is a need to communicate critical service information.
- **Warranty Labor Reimbursement**—Entitles parts-and-labor tier Self-Maintainers to warranty labor reimbursement for product repairs performed during the warranty period.

Program Fees

There is no fee for certification on personal computing products. There are variable testing fees to become a certified technician for printing products. See below for a listing of eligible products.

A self-maintainer technician can participate in the HP Self-Maintainer Program only after completing the training and passing the qualification tests offered by HP.

Eligible Products

The program covers the following products:

- Personal Computing:
 - HP Desktop PCs (not including desktop thin-clients, handheld computing devices, blade PCs, televisions, or consumer products)
 - HP Retail Point-of-Sale PCs and peripheral devices
 - HP Workstation PCs (not including workstation blades)
 - HP Notebook PCs
 - HP Tablet PCs
 - HP Mobile Thin Clients
- Printing:
 - HP LaserJet shared printers
 - HP Designjet large-format printers

Other platforms may be available for self-maintenance. See your representative for details.

Support Options

The HP Self-Maintainer Program has two levels or tiers, enabling the Commonwealth to choose the program that best fits its needs.

- **Parts-only Tier—HP will provide free replacement parts under factory warranty only. Labor is not reimbursed.**
- **Parts-and-labor Tier—HP will provide free replacement parts under factory warranty only with labor reimbursement.**

Parts-only Tier

The following are the minimum requirements for the parts-only tier:

- Must own or lease the equipment being serviced and the equipment must be located at the customer site.
- Must qualify outright for net 30 terms with a minimum credit limit of \$10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

Parts-and-labor Tier

The following are minimum requirements for the parts-and-labor tier:

- HP products must be purchased directly from HP, authorized 1st tier or 2nd tier distributors, or authorized commercial resellers.
- Must own or lease the equipment being serviced. The equipment must be located at the customer site.
- Must qualify outright for net 30 terms with a minimum credit limit of \$10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

Summary

Having the ability to self-service eligible products as an HP Self-Maintainer gives the Commonwealth additional flexibility and greater efficiency when responding to internal customer support issues.

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.

HP Response:

Technology is both a driver of change and a solution to keep organizations at the leading edge of business. As part of Governor Wolf's Go Time initiative and cost saving priority, the Commonwealth recognizes it needs a technology partner that can provide employees with powerful personal computing (PC) devices and solutions that meet today's business challenges and future demands. The Commonwealth seeks a simple, cost-effective way to acquire, deploy, and manage its desired PC assets and to provide its employees with a reliable, supported, high-performance platform that delivers results throughout the product's life cycle. Technology needs to integrate easily into the Commonwealth's existing information technology (IT) environment. And the Commonwealth needs solutions to help manage and safeguard the Commonwealth's technology investments, while conserving operations costs and reducing environmental impact. HP is uniquely qualified to provide Tablets, Rugged Devices and Non-Traditional Desktops computing products, technologies, service and support for the Commonwealth's end users and information systems team. No other vendor in this industry can offer the Commonwealth all of the following benefits:

- Consistent, competitive pricing
- Worldwide support network with consistent delivery capabilities in more than 170 countries
- Choice of procurement through HP Direct or an authorized HP reseller
- Leadership in quality and customer satisfaction, two longstanding HP business imperatives
- Performance, portability and productivity for mobile users
- Wireless-ready communications and secure connectivity
- Strong alliances with leading technology providers—such as Intel® and Microsoft®
- Design goals for products and services to meet the US Federal Government Section 508 EIT standard and WCAG 2.0 level A and AA

At HP, we recognize that talent is distributed throughout the general population. Therefore, it is our policy to cultivate relationships with a diverse base of suppliers, resellers, and customers worldwide. For the most recent reporting period, Government Year 2015 (October 1, 2014, through September 30, 2015), HP awarded \$819M or 16% of total qualified U.S. procurements to more than 1,000 small, minority-, women-, and veteran-owned businesses. HP believes this demonstrates our commitment to being a social and economic asset in the communities where we live, work, and derive revenues. In addition to promoting diversity in our supply chain, we advance diversity amongst our resellers through mutually beneficial relationships. Through our HP PartnerONE Diversity network, we maintained relationships with, and provided marketing and sales support to, more than 300 diverse resellers. To support the Commonwealth's supplier diversity programs and initiatives, HP will be partnering with Adept, a local representative, to provide general project staffing, project management and technology deployment services during the term of the contract.

Project Management Office (PMO) Services

Project management will be provided by the HP Team 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 Commonwealth
- 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 Commonwealth
- Ensures that the Purchase Order is processed by HP 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 Commonwealth, to minimize Risk and Change to the project
- Develops the roles and responsibilities for all groups involved in the project (the HP Team and the Commonwealth)
- Develops the project schedule for the Commonwealth's approval. This includes all services identified on the Purchase Order
- Works with the Commonwealth to determine and gather the information needed for the project
- Works with the Commonwealth 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 HP Team
- 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 HP to the Commonwealth for all issues and escalation throughout the project

PMO Deliverables/Reports:

- Comprehensive Project Plan
- Asset report including the following fields but not limited to:
 - 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:
 - Status and Issues Report

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

- Have orders shipped to, and received at, a local warehouse (Central PA), not the Commonwealth site(s)
- Provide update to Project Manager (PM) and the Commonwealth 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
- Delivery systems to the Commonwealth site(s)
 - Includes inside just-in-time delivery of full or partial orders to avoid space and security issues at the Commonwealth site(s)
 - The delivery person will provide a Chain-of-Custody document to the Commonwealth 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 Commonwealth site
- Obtain signoff from the site contact indicating that the service is complete

10GB Data Transfer

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

- The Commonwealth 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 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 Commonwealth

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 Commonwealth 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 Commonwealth 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 Commonwealth 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 Commonwealth 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. (the Commonwealth 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 the Commonwealth's 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. (the Commonwealth 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 the Commonwealth's signoff that the relocation is complete

Devise Return to DGS Surplus Warehouse

- Load systems onto the truck
- Obtain "Chain of Custody" signoff from the Commonwealth
- 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 the Commonwealth 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

In addition, HP will be leveraging the support for the following potential off-site optional services with Riverside Technology, Inc. (RTI):

- Hard Drive Imaging Services
- Asset Tags and Reporting
- Bios Stamping
- Hold Inventory (5 to 10 units) of excess product for purpose of fast turn-around in event of DOA equipment

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

HP Response:

The Commonwealth recognizes it needs a technology partner that can provide employees with powerful personal computing (PC) devices and solutions that meet today's business challenges and future demands. The Commonwealth seeks a simple, cost-effective way to acquire, deploy, and manage its desired PC assets and to provide its employees with a reliable, supported, high-performance platform that delivers results throughout the product's life cycle.

HP's Solution

By choosing HP, the Commonwealth has minimal transition since HP has been providing products and services to the Commonwealth for over three (3) years. During that time, the Commonwealth has personally experienced HP's innovation in personal computing technology and services through roadmaps, technical seminars, technical resources and demo product. HP can continue to help the Commonwealth gain the right capabilities to meet your unique business needs

HP's proposed solution includes Adept Consulting Services, Inc. ("Adept"), a local business and a Pennsylvania Department of General Services certified Small Diverse Business, as our partner of choice to assist in providing the most comprehensive response to the Commonwealth. With over 13 years' experience of successfully working with the Commonwealth in delivering several similar projects, Adept is capable of integrating within the Commonwealth to provide the service levels and specialty solutions that will assist the Commonwealth with all technology initiatives. Adept will be involved in every aspect of HP's support to the Commonwealth and will be responsible for quoting, webpage development, general project staffing, project management, technology deployment services and meeting the Commonwealth's SLA, during the term of the contract.

HP Partners have distinguished themselves as experts in providing high-quality HP solutions to the Public Sector and have demonstrated, through the authorization and certification process that they possess the necessary technical skills, certified professionals, and dedicated sales resources to focus on the specialized needs of Public Sector customers.

As an extension of your assigned HP account team, HP will assign a dedicated Account Operations Manager (AOM) who will provide a thorough customer 'needs analysis' for your Direct fulfillment solutions. The AOM's primary function is to be the single point of accountability for proactive end-to-end customer support functions. The AOM engages with the Commonwealth, your HP account team and all other HP functions to ensure operational procurement efficiency and overall enhanced customer satisfaction.

During their discovery process, the AOM will probe for knowledge of the Commonwealth's systems, processes and procedures. Based upon the findings of the discovery process, the AOM review and confirm a complete listing of product requirements, service level objectives, online procurement offerings, account management parameters and delivery/logistics options. As a specialized resource and your inside advocate, your AOM brings many key skills to the support function.

The AOM is your advocate for driving operational excellence. As an integral part of the account team, the AOM's primary function is to propel consistency, predictability and reliability across all customer support functions, proactively ensuring a positive customer experience. The AOM engages with all HP functions to ensure customer satisfaction through solution development, process efficiencies, service level attainment, technology transition management, and continual operational improvements. Through scheduled business reviews, customers can see the value of an AOM engagement for their specific operational goals.

The HP Team has the knowledge and resources to support all of the Commonwealth agencies. The HP Team will continue to use the same practices as used in the sample projects outlined below:

Office of Administration (OA)

- Frequency of Deployments:
 - The historical procurement cycle of OA has been one or two large projects for DGS and DOS while purchasing small amounts for the other agencies in which they support.
- Project Planning Process:
 - Based on OA's process, Adept's PMO engages on an as needed basis as projects arise.
 - OA projects fall in the under 500 systems, so planning starts three (3) – four (4) months in advance.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: With OA projects Adept provides reports at the beginning of a project to create the new Machine names based off the Custom asset tag number that is provided by OA, and at the end of the project to import the information into Service Now. For all projects, there are weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project for any process improvements.
 - Follow up: At the end of every project we have a lesson learned meeting to review the process to see if there is a way to improve on the process for the deployment.
- Logistics & Deployment Services:
 - For a typical OA deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS
 - Our typical OA deployment is as follows. Adept will work with OA in proving a Quote with all the hardware and services. Manage the order entry of the systems into the OEM Manufacturing. Report on the status of the orders, receive, inventory and validate the order. Then Adept provides OA with the list of system, by machine name, that will be installed each day during the project. Once all the information has been provided, we begin the installation of the systems per the agreed upon schedule. During the install of the systems we provide OA with the machine names of the systems that are completed throughout the day so they can start the process of loading the additional software through SCCM. Adept then labels the system with documentation providing the end user with guidance on how to proceed with their new system. This is done to reduce calls to assist after receiving a new system. Then we remove all the old systems from the site and return them to DGS for surplus.
- Adept's Quality of Services References:
 - Jim Weaver, Chief Technology Officer (CTO), OA/OIT
 - Steve Brady, Director

Department of General Services (DGS)

- Frequency of Deployments:
 - The historical procurement cycle of DGS has been to do one deployment every two (2) – three (3) years with a volume 400 – 500 systems.
- Project Planning Process:
 - Based on DGS's process, Adept's PMO engages about four (4) – six (6) months prior to the start of the deployment.
 - Active planning is about three months long.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: Similar to OA, reporting happens at the beginning of a project where we create the new Machine names based off the Custom asset tag number that is provided by OA, and at the end of the project for them to import the information into ServiceNow. For all projects, there are weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project for process improvement.
 - Follow up: With every project, Adept provides a complete list of Assets as to where they were installed and which end user received them. Provide all packing slips of equipment that was received by our warehouse and chain of custody for everything that was delivered to the customer sites. Lastly, a Lessons learned meeting to document how we can improve on the process to continue to provide better service to each agency.
- Logistics & Deployment Services:
 - For a typical DGS deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS
 - Our typical DGS deployment goes as follows. Work with DGS in providing a Quote with all the hardware and services. Manage the order entry of the systems into the OEM Manufacturing. Report on the status of the orders, receive, inventory and validate the order. Provide OA with the list of systems, by machine name, that will be installed each day during the project. Once all the information has been provided, we begin the installation of the systems per the agreed upon schedule. During the install of the systems Adept provides OA with the machine names of the systems that are completed throughout the day so they can start the process of loading the additional software through SCCM. We label the system with documentation providing the end user with guidance on how to proceed with their new system. This is done to reduce calls to assist after receiving a new system. We then remove all the old systems from the site and return them to DGS for surplus.
- Adept's Quality of Services References:
 - Sarah Shaffer, CIO
 - Beverly Hudson, Deputy Secretary of Administration
 - DeShawn Lewis, Director, BDISBO

Department of Human Services (DHS)

- Frequency of Deployments:
 - The historical procurement cycle of DHS has been the largest range of deployment from 25 systems to 12,000 systems. They also purchase and execute deployments all year long and throughout their four-year cycle.
- Project Planning Process:
 - Based on DHS process, Adept's PMO is constantly engaged with DHS, and we conduct weekly dashboard meetings to review the current and forecasted projects.
 - For the smaller project Adept starts about three (3) months in advance and with the larger DHS/OIM project we start anywhere from 9 – 12 months in advance to ensure success.
- Project Management Office (PMO) / Project Management Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: We work with DHS both on the information that is needed on the front end of the project by setting the timelines, and we provide DHS with a full list of assets that were installed at the end user's desks for each of the sites. For all projects, we have weekly meetings during the project to review the status and issues of the project as well as a lessons learned meeting at the end of the project to ensure improvements, as needed.
 - Follow up: The Lessons Learned meeting documents how we can improve on the process to continue to provide better service to the agency. We also provide DHS with all documentation it needs to return all old systems to DGS.
- Logistics & Deployment Services:
 - For a typical DHS deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS and Data Transfer.
 - Our typical DHS deployment goes as follows. Once DHS identifies a project, our PMO engages the program area to gather the information needed it to create the quote. Once the quote is created we then meet as a team with the program area to develop the project plan and set the timelines for all the action items that are needed to begin the deployment. Once everything is ready we develop a schedule for when the team will deliver and install all the new systems. DHS has streamlined their process over the past five (5) years, so that during the installation, our team enters the machine name and IP address, as they are static IP based, this then kicks off their post load script which then finishes the configuring of the system. DHS is also one of the agencies that uses the Data Transfer service under the current contract. Once the systems have been installed and the data transferred back onto the new system, we bring all the old systems back to our warehouse where they are prepared to be returned to DGS.
- Adept's Quality of Services References:
 - Brian Smith, Supervisor, Technical Support
 - Mark Green, Director

Department of Transportation (PennDOT)

- Frequency of Deployments:
 - The historical procurement cycle of Penn DOT has been one large deployment of 10,000 systems for the 12 Districts with several smaller projects for Laptops and Workstations for their CADD area.
- Project Planning Process:
 - Based on PennDOT's process, Adept's PMO engages six (6) – nine (9) months prior the deployment of the systems to begin the planning process.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: Adept works with PennDOT on the information that is needed on the front end of the project by setting the timelines, and we provide them with a full list of assets that are shipped and installed at the end user's desks for each of the sites. For all projects, Adept conducts weekly meetings during the project to review the status and issues of the project as well as a lessons learned meeting at the end to ensure improvements, as needed.
 - Follow up: Conduct a Lessons learned meeting to document how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical PennDOT deployment, Adept begins the planning once 9 – 12 months prior to the installation of the systems. We begin working on the services that will be needed to execute the deployment and the development of the images. We also work directly with the OEM to provide systems for PennDOT to develop their images. Once the images are completed we then develop the project plan for the 120+ locations including the DLCs.
 - Our typical PennDOT deployment is as follows. With the complexity of the different types of locations, and size of locations, we provide the largest number of teams to install systems at the large district offices as well as to the small maintenance buildings. We do a separate project plan just for the DLC's due to the uniqueness of their schedule (doing them when they are closed) and the mission critical aspect of all the DLC's. It takes several months to develop the two project plans before we schedule the delivery of the systems to the local warehouse. Once the order is ready to be placed we customize the entry of the orders due to the multiple images and the configuration of the accessories for the laptop. Adept will conduct several meetings with the district IT Coordinators to ensure they have the staff schedule to support the install teams and the end users after they get their new systems. We also do after hours installs at the Keystone Building and the ROC because of the size of the facilities, and we are able to increase the volume of systems being installed each day, as needed. This allows us to keep the total time frame of the project within 4 months. Once the installation of the systems is complete we remove and return all the old systems either to PennDOT or to DGS, as directed. We then provide an inventory report of all the new and old systems that were installed and removed from each site.
- Adept's Quality of Services References:
 - Phil Tomassini, CIO
 - Scott Keister, Director

Department of Labor & Industry (DLI)

- Frequency of Deployments:
 - The historical procurement cycle of DLI has been several larger projects 500 – 1500 systems with most of the projects being on the smaller size, under 250 systems.
- Project Planning Process:
 - Based on DLI's process, Adept's PMO engages on a by weekly basis to review upcoming quote requests, and if there will be any need for installation services. We work closely with DLI to better their process by providing reporting and tracking of the orders to help be proactive rather than reactive to the orders arriving. DLI has all their systems arrive at their main building on Boas Street in Harrisburg where they image their systems prior to install. For this process to work Adept provides DLI with a custom asset report with the information they need to both image the system and enter it in to ServiceNow. The timing of this is critical since they cannot move forward with their process until they get the report from Adept.
 - DLI planning process is usually only about two (2) – three (3) months on a project due to their process.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: All the reports for DLI are done on the front end of the project as each system is preassigned to the end user based on MAC Address. For all projects, Adept conducts weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project to for improvement, as needed.
 - Follow up: The Lessons learned meeting documents how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical DLI deployment, we handle the pickup of the systems for their location on Boas street, deliver them to the site, install at the end users' desk, remove the old systems from the desk and return the system to DGS for surplus.
 - Our typical DLI deployment is as follows. Once the system ships from the factory we provide the asset report with the information DLI requires. DLI then loads the image on the systems and assigns it to an end user. We then deliver the systems to their location on Boas Street based on a schedule that was developed in advance to minimize the storage of the systems at the DLI site, which is minimal. During this time, we develop a schedule for the delivery and installation of the systems. Once all the systems have been imaged and returned to our warehouse we then deliver and install the systems per the schedule. We then remove all the old systems from the site and return them to DGS.
- Adept's Quality of Services References:
 - Dave Naisby, CIO
 - Bill Glatz, Director
 - John Price, Supervisor, Technical Support

Department of Revenue (DoR) / Lottery

- Frequency of Deployments:
 - The historical procurement cycle of DoR has been one large deployment at Strawberry Square with many smaller orders throughout the year.
- Project Planning Process:
 - Based on DoR's process, Adept's PMO engages four (4) – six (6) months prior to the installation of the systems.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: Adept provides an asset once the systems ship for the OEM with the information DoR needs to install the system. This is done since DoR provides us with series of asset tag numbers that need to be applied to the system and associated the serial number and MAC address of that system for development of the machine name and entered into the DoR network prior to installation. For all projects, we have weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project to ensure improvement, as needed.
 - Follow up: The Lessons learned meeting is to document how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical DoR deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.
 - Our typical DoR deployment is as follows. Once the system ships for the factory we provide the asset report with the information DOR requires. The image is loaded at the factory on the systems and then delivered to our warehouse. During this time, we develop a schedule for the delivery and installation of the systems. Once the schedule has been signed off by DOR we then deliver the systems with the quantity that is needed for each day of the install schedule, due to the limited space at Strawberry square. We then install the systems by program area to reduce the interruption to the program areas that allows the DoR technician to focus their efforts to ensure a positive end user experience.
- Adept's Quality of Services References:
 - Jason Peckam, Director
 - Kevin Sagen, Supervisor
 - Matt Hund, Manager

Pennsylvania Liquor Control Board (PLCB)

- Frequency of Deployments:
 - The historical procurement cycle of PLCB has been one large deployment to the Stores and one large deployment at the main office.
- Project Planning Process:
 - Based on PLCB's process, Adept's PMO engages four (4) – six (6) months prior to the install of the systems.
 - The planning for the store starts a month or two before a normal deployment due to the complexity of the schedule. With only one PC being installed at a store, having over 600 locations around the state and having to build our schedule around several considerations it is one of the most complex schedules to create, and gain agreement/signoff. The considerations we must look at are as follows. Install during normal business hours and each store can vary. Second, we cannot install on days that get deliveries from the warehouse. Third, trying to do as many stores in one area to minimize travel time to keep the schedule within a three (3)-month timeframe.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project as well as a lesson learned meeting at the end of the project to ensure improvement, as needed.
 - Follow up: The Lessons learned meeting is to document how we can improve on the process to continue to provide better service to the agency.
- Logistics & Deployment Services:
 - For a typical PLCB deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.
 - Our typical PLCB deployment is as follows. Once the system ships from the factory they are delivered to our warehouse. During this time, we develop a schedule for the delivery and installation of the systems. Once the schedule has been signed off by PLCB we then deliver and install the systems per the agreed upon schedule. To keep the timeframe of this deployment within reason, we use a minimum of five (5) teams each doing anywhere for five (5) – ten (10) stores per day. This will reduce the impact to the stores, since we are doing all this during normal business hours. We call each store as we leave the previous store with an ETA so they are ready when we arrive. This allows us to execute the install of the system without impacting the store. We then remove the systems from the stores and return them to DGS for surplus.
- Adept's Quality of Services References:
 - Nick Melnick, CIO
 - Alan Bricker, Director

Pennsylvania Turnpike Commission (PTC)

- Frequency of Deployments:
 - The historical procurement cycle of PTC has been one large deployment every four (4) – five (5) years to refresh their entire inventory of systems.
- Project Planning Process:
 - Based on PTC's process, Adept's PMO engages six (6) months prior to the start of the deployment.
 - Normal planning cycle for PTC is six (6) months.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project. We also provide an inventory report for the systems that were installed and removed from the sites.
 - Follow up: Adept conducts a lessons learned meeting at the end of the project to ensure improvement, as needed.
- Logistics & Deployment Services:
 - For a typical PTC deployment, we handled the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.
 - Our typical OA deployment is as follows. Once we receive the systems in our warehouse we then deliver them to the Harrisburg location for the systems to be prepped by the PTC Team for installation. This process allows us to reduce the timeframe that the end user is without system. We then break the project down into three separate schedules in which we then assign separate teams to each schedule. The first team handles all the locations along the turnpike, a second team handles the remote location, and a third team handles the main buildings here in the Harrisburg region. This breakdown of locations allows us to be very efficient in covering the entire state in a timely manner. The locations along the turnpike is very challenging with having to access secure location such as the police barracks and maintenance buildings. To accomplish this, Adept teams with the PTC Technicians in order to gain access to those locations but it also allows us to move easily through the toll booths without delays. Once all the systems have been installed we then return them to our warehouse where we inventory them and deliver them for surplus.
- Adept's Quality of Services References:
 - Scott Fairholm, CIO
 - Gary Hentz, Supervisor

State Employments Retirement System (SERS)

- Frequency of Deployments:
 - The historical procurement cycle of SERS has been one project every two (2) or three (3) years. Typically, the remote locations were completed as a separate project from the headquarters building, located at 30 North 3rd street in Harrisburg. Typical deployment volumes for the remote sites would be a total of approximately 110 systems across the following remote office locations:
 - Seneca, Pittsburgh, State College, Montoursville, Hazleton, Bensalem
 - Regarding deployments within the headquarters building, SERS management typically installs approximately 50 systems for each project, to minimize disruption of the daily activity of the staff.
- Project Planning Process:
 - Based on SER's process, Adept's PMO engages in the planning process approximately 60 days prior to ordering the equipment. This provides enough time to finalize the project details, develop an accurate project plan, and to complete the necessary project documentation.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead senior PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project. We also provide an inventory report for the systems that were installed and removed from the sites.
 - Follow up: Adept conducts a lessons learned meeting at the end of the project to ensure improvement, as needed.
- Logistics & Deployment Services:
 - For a typical SERS deployment, the following services are provided:
 - Managed Logistics (warehousing, inventory tracking, delivery). This is not provided on every deployment, depending on the project requirements.
 - Delivery of equipment to the remote locations.
 - Installation and de-installation services.
 - Onsite asset tagging
 - Inventory tracking (old and new systems).
 - Disposal of old equipment. SERS usually requires that we deliver the equipment to the headquarters building first so that they can destroy the hard drives.
 - Our typical SERS deployment is as follows:
 - The equipment is built, shipped and delivered directly to the customer site, or for some projects, the equipment is delivered to our warehouse and we provide timed deliveries as required.
 - The SERS images the systems.
 - The systems are asset tagged and installed per the project plan.
 - The old systems are de-installed and delivered to a central location within the headquarters.
 - SERS de-gausses the hard drives. Our team delivers the old units to DGS.
 - Our team provides a logistics report that provide all the asset information for the new and old systems.

- Adept's Quality of Services References:
 - Dorothy Packer, CIO
 - Jim Allison, Manager, Technical Support

Department of Agriculture (AGR)

- Frequency of Deployments:
 - The historical procurement cycle of AGR has been to refresh 25% of their inventory every year.
- Project Planning Process:
 - Based on AGR's process, Adept's PMO engages three (3) – four (4) months prior to the deployment.
 - The typical planning cycle for AGR is four (4) months.
- Project Management Office (PMO) / Project Management (PM) Services:
 - Commitment: Adept will assign a lead Sr. PM and a senior back up to ensure proper coverage through the project cycle.
 - Experience: Adept assigns experienced PMs (with more than 10-20+ years of industry and PM experience).
 - Reporting: For all projects, we have weekly meetings during the project to review the status and issues of the project. We also provide an inventory report for the systems that were installed and removed from the sites.
 - Follow up: Adept conducts a lessons learned meeting at the end of the project to ensure improvement, as needed.
- Logistics & Deployment Services:
 - For a typical AGR deployment, Adept handles the Managed Logistics, Imaging, Asset tagging, Prep for Ship and Return to DGS.
 - Our typical AGR deployment is as follows. Once we receive the systems in our warehouse we then deliver them to the Harrisburg location for the systems to be prepped by the AGR Team for installation. This process allows us to reduce the timeframe that the end user is without system. Once the systems have been prepped by AGR we then deliver the system by the quantity that is required for each day per the install schedule, this is done due to the limited space at their location. Adept also plans into the schedule time for the AGR technical team to follow behind our install team to add/configure any additional software that could not be done during the prep time. We then remove all the old systems each day to minimize the use of the space at each location.
- Adept's Quality of Services References:
 - Cheryl Cook, CIO
 - Brett Schmit, Director

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**.

HP Response:

HP is offering the following for Lot 2:

- Tablet - HP x2 210 Detachable
- Rugged Laptop Getac B300 G6
- Rugged Tablet Getac T800
- Non-Traditional Desktop - HP 600G2

For product information, please reference ***HP Attachment 6, HP Proposed Product Data Sheets for Lot 2***.

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	PC Devices & Peripherals; hardware & maintenance	PC Hardware, Related Equipment and Services	Desktops, Laptops, & Printers
Client Name	Commonwealth of Virginia	State of Georgia	State of Indiana
Contact Name	Gregory Searce	Tetchjan Simpson	Mark Hempel
Contact Title	Sourcing Specialist	IT Category Manager	Director of Account Management, DOA Procurement Division
Address	11751 Meadowville Lane, Chester, VA 23836	200 Piedmont Ave. SW., Atlanta, GA 30334	402 West Washington St. RM W468, Indianapolis, IN 46204
Email	gregory.ssearch@vita.virginia.gov	Tetchjan.simpson@doas.ga.gov	Mark.hempel@idoa.in.gov
Telephone #	804-416-6166	404-657-4248	317-232-2498
State Government? Y/N	Y	Y	Y

References from Adept (SDB Partner)

	Adept (SDB Partner) Reference 1	Adept (SDB Partner) Reference 2	Adept (SDB Partner) Reference 3
Contract Scope	PA Statewide Contract (Technology Management (PMO) and Deployment Services) 2004 to date	PA Statewide Contract (Technology Management (PMO) and Deployment Services) 2000 to date	PA Statewide Contract (Technology Management (PMO) and Deployment Services) 2004 to date
Client Name	Commonwealth of PA (CoPA) / Office of Administration (OA)	Dept. of Human Services (DHS) (formerly Dept. of Public Welfare/DPW)	Dept. of Labor and Industry (DLI)
Contact Name	James Weaver	Brian Smith	William (Bill) Glatz
Contact Title	Chief Technology Officer (CTO), Office of Administration (OA)	Device Project Management Supervisor	Chief, Network Support Services
Address	CTC 1 Technology Park Harrisburg, PA 17110	Willow Oak Bldg. Harrisburg, PA 17105	651 Boas Street Harrisburg, PA 17121
Email	jamweaver@pa.gov	Briasmith@pa.gov	wglatz@pa.gov
Telephone #	717.772.7120	717.772.7921	717.772.8624
State Government? Y/ N	Yes (PA)	Yes (PA)	Yes (PA)

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.

HP Response:

HP REFERENCE #1

Commonwealth of Virginia - PC Hardware; Related Equipment & Services:

HP has held this current contract with the Commonwealth since March of 2014 and with renewals, should be in place through 2019. HP has held the last two (2) contracts with the Commonwealth

HP is the largest OEM Manufacturer that works with the Commonwealth. We not only hold this contract directly, we also hold an indirect contract through Northrop Grumman who is an HP Authorized Service Provider and HP Partner. This indirect arrangement has been in place for over a decade and is exclusive for the executive agencies of the Commonwealth where we are able to provide an extensive amount of custom services across the State,

HP has customized a full variety of custom services and maintenance services on this contract as well as third party branded products which extends the full catalog value to the customers so that they can acquire everything they need for the perfect IT solutions for their environment.

Below are examples of the project work that has been done:

Norfolk Public Schools (NPS)

- 2 Million a year
- Purchase in bulk for projects often.
- Class room refresh, teacher admin, and cart delivery with systems.
- They are all Windows systems
- Work done by our reseller partner:
- Pre-sales consultation and analysis, asset tagging, imaging, delivery, deployment and warehouse services, data migration, post warranty support.

- They have been a great HP client for years.
- Much of the funding is dependent on grants.

Chesapeake Public Schools (CPS)

- 1.5 Million a year
- Purchase in bulk in the middle of the summer
- All units need to be operational in two phases
- All admin desktops and teacher laptops have to be done when the teachers return
- All student devices have to be delivered, dunnage removed, image loaded, connected to school networks, and usually placed in carts by the start of school.

In both cases – HP will stagger orders so units arrive to schedule and can be absorbed into the school system.

HP REFERENCE #2

State of Georgia - PC Devices & Peripherals; hardware & maintenance:

HP has held this contract with the State of Georgia since July 1, 2012 with excellent standing and a strong record of revenue. From the beginning of the contract award HP worked closely with the State to enhance our portfolio of products underneath the scope of the contract. In addition to the Standards that we were awarded, we offered to extend an entire balance of line of products that offered a catalog of discounts for each category of equipment HP offers. This allowed the State to expand to a wide variety of models to customize with aggressive discounts while still allowing set Standards being available at extremely aggressive prices. An example of how the work we do for catalogs break down as follows: Notebooks is the main Category Area, and then there are subcategory sections of entry level, mid-level, high-end level, chromebook, and ultralight, and tablet. Each subcategory has its own minimum discount based on quantity 1 or more. We then offer special deeper discounting for high volume orders. We also work closely with the State on marketing ideas to grow the contract business in all public sectors.

It is important to make it simple and flexible for the State Agencies as well as the Local and Educational Institutions to order competitively prices offerings and that is why we work to promote specials for each markets.

HP's additional value-add to this contract is the work we do with our Subcontract Fulfillment Program where we arrange for Partners to fulfill orders through the distribution channel and deliver their own services. Customers view favorably the ability to work with their own Partner and process their POs through them locally.

HP REFERENCE #3

State of Indiana - Desktop, Laptops, & Printers:

For the State of Indiana contract HP customized aggressively priced standards for desktops, workstations, laptops, and printers, and also worked up special catalog pricing with minimum discount levels in all subcategory areas. This has greatly enhanced our HP portfolio and opens it up so that the customer can customize any type of HP offering they would like. Other SLED entities can purchase off this contract QPA 13079. This leads to lower prices ease of procurement for those entities and ease of rollout of large projects whether HP delivered or through a channel partner.

Some of the special customer specific work that HP has done is for the State of Indiana Office of Technology (OIT) where we delivered approximately 20,000 systems. OIT is the managed service agency for the State of Indiana among other things. OIT delivers mandatory cradle to grave service to State Executive agencies as well as Legislative agencies who choose their services. HP provides a platform to order configurable and standard PC products and services as well as a host of third party products and services. These services typically include: Factory Imaging, Bios Tagging Service, Factory Asset Tagging and Reporting, Bulk Packaging, and On-site Deployment of Hardware.

Indianapolis Public Schools - 2016 \$3.9m 8600 notebook devices and carts

Indianapolis Public Schools has a minority business requirement that requires HP to use an Indianapolis based partner for the same service mentioned above. For this notebook only deployment, HP was provided a VPN tunnel to assist in the imaging and domain naming of all the notebooks, prior to placing the notebooks in carts, and delivering them to 66 different schools.

Adept (SDB Partner) REFERENCE #1

Commonwealth of PA (CoPA), Office of Administration (OA) Statewide Contract / Technology Management (PMO) & Deployment Services

The Commonwealth of Pennsylvania's OA/OIT Strategic Plan Vision Statement is to "Lead transformation by providing Best in Class IT services to the Commonwealth". Adept's Project Management Office (PMO) best fulfills this vision by providing the highest quality, customized, best practices Project Management and Technology Deployment Services direct to the Commonwealth specific for each agency for the past 13+ years (via the current PA Statewide Contract). Through Adept's local support infrastructure and PMO team, we have successfully delivered these custom technology services to meet all Commonwealth agency's unique requirements while ensuring their total satisfaction. Over the life cycle of the various contracts in place during the past 13+ years for the product of the IT Hardware RFPs, the Local PMO Services, Project Management and Deployment Services has been outsourced to Adept by the specific OEM technology vendors that held the Statewide contract during their time, and Adept's management team has been responsible for the overall customer satisfaction to the OEM as well as to all Commonwealth agencies in this area.

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 agency locations. No single vendor has this experience or success with the Commonwealth, which was all designed for total customer satisfaction, every time, for every project. In addition, because this service has been proven and evolved through the years to always meet the needs of each Commonwealth agency, it has maintained its overall cost effectiveness, and Adept has proven to be the highest quality, lowest cost provider of these services that are critical to agencies and their staff. 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 for the products. Adept has, and can, successfully utilize our PMO and Technology Deployment Services strategy for any type of IT hardware 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 the proposed technology hardware as described in the Commonwealth's RFP #6100039046 as documented and proven by our track record of success with all Commonwealth agencies over the past 13+ years.

Adept's PMO Team has amassed hundreds of references throughout the agencies and they range from executives within OA/OIT, to agency CIOs, to program managers and directors to the end users. We are proud of our services and how they best support all Commonwealth agencies and their unique requirements. Adept's commitment to the Commonwealth remains our number one priority, and we will continue to ensure project success and agency satisfaction into the next contract period.

Adept (SDB Partner) REFERENCE #2

Dept. of Human Services (DHS)/Technology Management (PMO) & Deployment Services

For the past 17+ years Adept (SDB Partner) has been providing DHS with Project Management and Deployment Services covering over 200 DHS locations and installing over 30,000 systems during this time period. Adept has managed and implemented projects ranging from 25 systems up to 12,000 systems, with extensive project planning support throughout the entire project life-cycle. Along with deploying new systems (i.e., desktops) we have provided services to install printers, relocation of facilities and assisted in managing retired assets. To accomplish this level of success Adept has executed a flawless record of successful deployments by partnering with the DHS Project management team to develop our “best practices” to provide the highest level of services to DHS, the program areas and the end users throughout the Commonwealth. To successfully manage the continual flow of projects that run throughout the year we meet with DHS on a weekly basis to review the current projects as well as all forecasted projects. The planning that is required to execute the variety of projects for DHS can range from 1 to 2 months or to as far out as 6 to 9 months. Adept continually meets after each project to review the process and look for ways to improve the process through our “lessons learned” approach. Adept’s level of commitment to DHS, extends to ALL Commonwealth agencies and we have customized and delivered this same PMO and Deployment Services strategy successfully to all Commonwealth agencies.

Adept (SDB Partner) REFERENCE #3

Dept. of Labor and Industry (DLI) / Technology Management (PMO) & Deployment Services

For the past 13+ years, Adept has provided the same type of extensive PMO and Deployment Services as we have described in Reference #2 for DHS. It is specifically customized to reflect the unique differences between the two agencies, and deliver the management and services in the way DLI needs them to be successful under this type of Technology contract. In addition, Adept has worked closely with DLI to develop a unique process to provide upfront reporting and tracking of new assists to allow a timely and efficient way of deploying their new systems. Because of this, DLI manages their security of their systems through their use of the MAC Address. Adept has developed a process to provide them with reports prior to the arrival of the systems that provides them with the information DLI needs to enter the new systems information so when they arrive on-site DLI can begin immediately to prepare the systems for deployment. Just like with many other agencies Adept meets with DLI regularly, every two weeks, to review the process of reporting and deploying their new systems in a way that reduces down time to the end user. Like many of the Commonwealth agencies, DLI has the challenge of providing the highest level of support to their end users while seeing a reduction of staffing in their field operations. Adept continually works with DLI to review the best usage of the services provided by Adept’s PMO to help with their challenges while keeping their budgetary concerns as a main goal.

Why to choose HP

HP is a proven leader and focused innovator in the personal systems and printing markets with leadership across commercial and consumer segments.

As one of the leading technology companies in the world, HP takes a total solutions approach to supporting the public sector and the professionals who dedicate themselves to this segment. We do this as your business partner, not merely a vendor. At HP, we have a high level of commitment to the public sector and we work to build a strong relationship with each of our customers. We are not just a PC and printer manufacturer, but a committed partner that brings technical solutions, services and best practices to our customer base to help you maximize your budgets and continue to lead in the public sector arena.

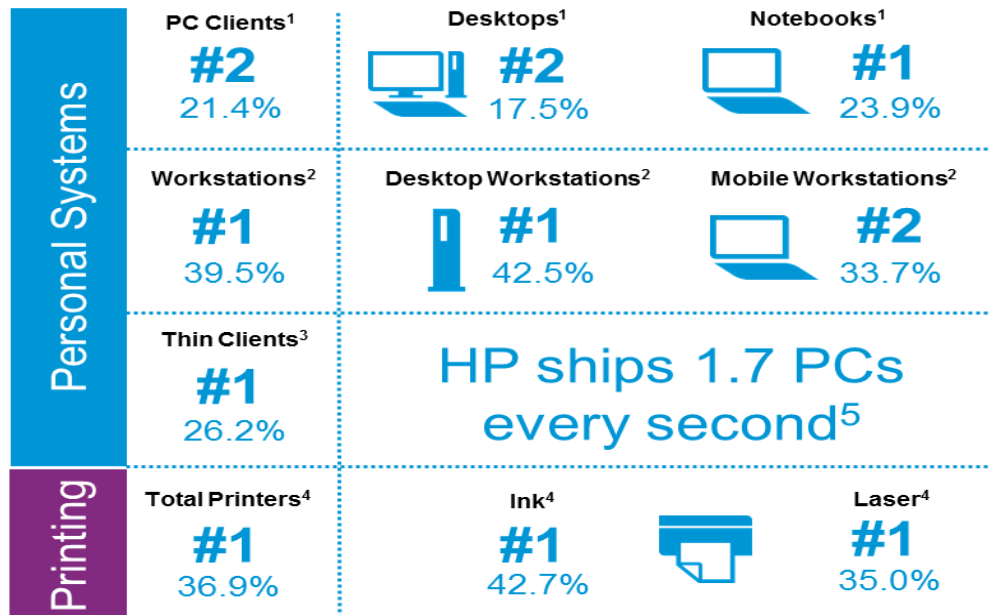
The unique position that HP holds among suppliers of information technology solutions is based on corporate stability, technology innovation and over 75 years of experience serving customers in diverse industries.

With exciting new technologies on the horizon and an improved ability to enable investments in growth markets such as 3D printing and new computing experiences, HP is well-positioned to invent technology that empowers you to create, interact, and inspire like never before. We are proud that our products touch so many lives, and we want you to know that this is just the beginning. We believe that technology is vital to helping us all succeed in this rapidly changing world. We are committed to using our products, services, and ideas to unleash the exciting new possibilities just around the bend.

In its proud history, HP has not only changed the face of technology but also changed the way that an entire industry has come to view its commitments to its people, its customers, its communities and the world.

HP provides sales and services in more than 170 countries and employs approximately 47,000 employees worldwide. HP corporate headquarters are located in Palo Alto, California.

HP's market leadership spans commercial and consumer solution areas. With a No. 1 or No. 2 market share ranking in several key IT product categories, HP holds a formidable competitive position that is unmatched in the industry. The following chart summarizes HP's market leadership position in the product segments.



Sources: 1 IDC Q3C16 WW Final Personal Computing Tracker; 2 IDC Q3C16 WW Final Workstation Tracker; 3 IDC Q3C16 WW Enterprise Client Device Tracker; 4 IDC Q3C16 Final Hardcopy Peripherals Tracker; 5 HP internal financial units fiscal 2Q15-2Q16, PC clients

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.

HP Response:

HP is able to provide the information required for the quarterly report utilizing the format in Appendix J, Quarterly Reporting Template. The quarterly reports will include:

- Sales Report
- Problem and Response Report
- Outstanding issues Summary Report
- Quarterly Summary Report
- Detailed SLA Metric Report

HP has provided a sample report as ***HP Attachment 4.***

Quarterly Business Reviews

Selling the proposed products and services and getting the Commonwealth up and running are just the first steps in developing a long-term relationship. Ongoing account management keeps HP in close contact, making sure your goals and needs are met. Our account management services include the following:

- Providing a long-term central point of contact for the Commonwealth
- Facilitating seamless problem resolution
- Evaluating product and service outcomes against strategic goals
- Obtaining customer satisfaction data at regular intervals
- Identifying opportunities for additional product and service offerings to enhance customer outcomes and return on investment (ROI)
- Gathering customer input on product and service enhancements
- Detecting trends in customer experience that may require operational changes within HP
- Coordinating the Commonwealth's participation in user groups

The HP account management team is committed to building and fostering this strategic partnership with the Commonwealth by maintaining customer satisfaction, resolving problems quickly, and identifying opportunities to integrate additional solutions to maximize the Commonwealth's ROI. HP will participate in Quarterly Business Reviews to communicate overall contract performance, to review contract metrics and progress on any initiatives aligned to contract objectives.

The HP account team will hold regular update sessions with the Commonwealth's key technical personnel at least once a quarter or with greater frequency as new technology releases or issues arise. These meetings are designed to inform all parties of the status of the relationship, to advise on any project work planned or in progress, and to draw attention to any technical or other issues that have occurred or could occur in the future.

In addition, Technical Consultants provide roadmaps for HP future technologies. These briefings can be incorporated into regular meetings with the Commonwealth or held separately if a different audience is required. All personnel present at the briefings who are not employed by HP will be required to sign an NDA form binding them to non-disclosure.

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.

HP Response:

HP understands that cultivating a successful long-term relationship with the Commonwealth requires a knowledgeable and experienced account team that consistently meets or exceeds your expectations. One of our key differentiators is our commitment to professional account management. We leverage the unique characteristics of our field teams and the strength of the HP experience to link HP and the Commonwealth together as a team to enhance our working relationship and promote technological developments within the business enterprise.

The Commonwealth's HP Contract Sales Manager (CSM) is responsible for managing our overall business relationship with you and making sure that appropriate HP resources are engaged. These resources include experienced sales professionals, skilled technical support, and subject matter experts. Possessing the right blend of knowledge, skills, and experience, the HP team can assist the Commonwealth in managing every aspect of IT ownership—from early product disclosures and presales consulting to technology refresh planning and redeployment of assets.

Our comprehensive approach to account management gives the Commonwealth a single vendor source for planning, design, procurement, integration, management, and support. Our commitment to professional account management helps to maintain seamless and consistent delivery of value-added solutions and services to the Commonwealth.

Vanessa Paul

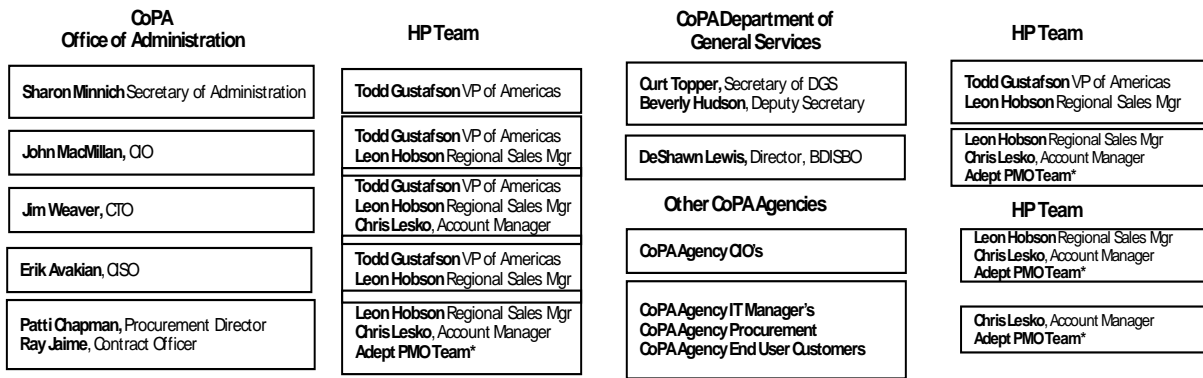
Contract Sales Manager

Office: 404.774.7133

Vanessa.paul@hp.com

To support the Commonwealth’s supplier diversity programs and initiatives, HP will be partnering with Adept, a local representative, and shall provide general project staffing, project management and technology deployment services during the term of the contract.

HP/Commonwealth of PA Key Personnel Alignment



*ADEPT PMO Team (Local Support and Delivery Team)
SDB Partner to HP

Kirit Mehta, President
Mark Kirsch, Vice President
Kerry TenHuisen, Vice President & CIO
Doug Evans, Sr. Project Manager (CoPA)
Bill Lord, Sr. Project Manager (CoPA)



In addition to the CSM, the following table outlines the roles and responsibilities of the Commonwealth's account team.

The Commonwealth of PA Account Team	
<p>Vanessa Paul Contract Sales Manager</p>	<p>The Contract Sales Manager is the post-award management lead for implementation of the contract vehicle and is the primary HP interface with the assigned Contract Procurement Officer(s). The Contract Sales Manager manages the contract to ensure compliance with terms and conditions and acts as the escalation point of contact.</p>
<p>Chris Lesko Sales Account Manager</p>	<p>The Sales Account Manager is responsible for all PC products HP sell in Lot 1 and Lot 2. The Sales Account Manager supports State and Local Government, K-12 and Higher Education or named accounts, providing more of a focus on the product and market. This individual is the primary point of contact for procuring entities. The Sales Account Manager works closely with the Inside Sales Representative and the procuring entities covering special pricing requests, availability of new product, and roadmaps. The Sales Account Manager engages Corporate resources as a "Customer Advocate."</p>
<p>Rich Cantera PC/Mobile Technical Consultant Ray Plavchak Workstation Specialist Bill Nichols Print/Security Technical Consultant Carolyn Bunner MPS Specialist</p>	<p>The Technical Consultant (TC) assists the Account Manager and the Commonwealth on a consultative basis for project and technology planning. The TC is responsible for providing technical support and leadership in the creation and delivery of technology solutions designed to meet the Commonwealth's business needs. In addition, the TC acts as an escalation point for technical issues and trends.</p>
<p>Matthew Martinez Inside Account Manager</p>	<p>The Inside Account Manager (IAM) works in partnership with the AM to assist the Commonwealth with any questions, product information, or sales needs. Support is also provided through "task substitution," such as quote support, customer follow-up, problem resolution, seed placement request, product availability, and delivery questions.</p>
<p>Teresa Burton-Jira Account Operations Manager</p>	<p>The Account Operations Manager (AOM) will provide a thorough customer "needs analysis" for your Direct fulfillment solutions. As an extension of your assigned HP account team, the AOM's primary function is to be the single point of accountability for proactive end-to-end operational support. The AOM engages with the Commonwealth, the HP account team, and all other HP functions to support customer satisfaction through solution development, process efficiencies, service-level attainment, and continual operational improvements as appropriate. Once the opportunity has been fully deployed and has reached a steady state or maintenance mode, the AOM may disengage and turn all fulfillment management responsibilities over to your HP Direct Order Management Team.</p>
<p>Adept Program Management Office</p>	<p>The Project Manager Office (PMO) is responsible for documenting and understanding the Commonwealth's unique requirements, communicating these requirements to the team, formalizing and maintaining instructions for your project, communicating project status, and managing the project to completion within the timelines committed.</p>

The Commonwealth of PA Account Team	
Sean Capri Hewlett Packard Financial Services	The Hewlett Packard Financial Area Manager (FAM) assists the account team in providing a customized financing solution, if required. Technology refresh options, asset management, and asset-disposition tools are often integrated into the final offering. The FAM is the single point of contact for HP Financial Services.
Sherri Maddox eBusiness Consultant	The eBusiness Consultant (eBC) is responsible for cross-regional eBusiness solution consultation, design, and deployment supporting HP Direct customers and HP account teams. The eBC also manages scope changes for existing eBusiness customers, including new services, functionality, and upgrades to existing services and tools. Catalog content accuracy, eBusiness education, issue resolution, customer satisfaction, and gathering customer experience input and requirements to drive future capability development are also key focus areas for the eBC.
Order Management and Customer Services Representative	There are two roles in Order Management: Order Entry and Customer Service. The Customer Service Representative (CSR) is the initial point of contact for post-sales issues (order status, delivery, billing, product return and replacement, product transitions, warranty issues). The CSR is the primary contact for internal HP departments that are involved in processing orders. The CSR oversees fulfillment activities from order entry and acceptance to invoicing and delivery.
Leon Hobson Regional Sales Manager	The Regional Sales Manager is responsible for the Sales Account manager and is an escalation point of contact. The Contract Sales Manager work closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.
Todd Gustafson Vice President of America	The Vice President is an escalation point for issues effecting contracts and Public Sector accounts by the Printing and Personal Systems Groups. The Contract Sales Managers work closely with management on escalations and quality improvement processes to ensure customer satisfaction and contract compliance.
Priority Management Service Technical Support	HP Priority Management Service offers an assigned HP Global Customer Support Manager to monitor, report, and manage your support needs. This service provides parts prioritization to reduce downtime and get the Commonwealth back to business faster. It also delivers performance monitoring, executive level reporting, and proactive support planning to provide a premium support experience!
Service Subcontractors (Services only – PO to HP only)	Subcontractors may be used to handle customized service offerings as a normal course of business, which can include and is not limited to installation, image loads, asset tags and additional deployment services. The servicing subcontractor works closely with HP team members, and all services are purchased directly from HP.

In addition, HP will be leveraging the support for the potential off-site optional services with Riverside Technology, Inc. (RTI).

The Commonwealth can be confident that the assigned HP account team members are well qualified and all levels of management are involved to maintain customer satisfaction. Should the Commonwealth experience difficulties with any of the account management team, HP senior management would be happy to discuss the account team structure, membership, and responsibilities.

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.

HP Response:

HP's Contract Implementation Process

The development of a successful implementation plan is a partnership effort. Your HP Contract Sales Manager, collaborating with a designated Account Operations Manager and HP's Subcontractor Adept Consulting, drive a smooth implementation and successful transition. Final processing requirements are usually determined during the first thirty (30) days after the contract award at which time a thorough analysis and revalidation of the requirements as well as planning activities will have been completed.

Your HP Contract Sales Manager will determine the subtasks and additional resources required to meet the Commonwealth's needs to implement our contract. For the punch-out, the HP Team will work with the Commonwealth to implement as quickly as possible.

As a result of HP's vast experience and expertise in implementing and managing large State and Local Government and Federal programs, HP developed and implemented a Program Management Office (PMO) specifically to support State Government in 2004. The State Government Contract Program Management Office works with Senior Management, District Managers, Sales teams (Account Managers/Inside Sales Reps and Managers), Solutions Architects, Area Customer Service Managers, Operations, Finance, Order Management (CSRs), Service teams and every resource tied to contract implementation and end user purchase experience.

HP offers custom technology deployment projects services to help agencies with their strategic planning. This 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. HP's team 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. 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. An assessment of the agencies purchase frequency with larger equipment purchases and run projects throughout the year with one or two major projects making up most of their procurements is reviewed. While some agencies will do yearly deployments that is part of a four (4) – five (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. The HP team provides high quality trained deployment service professionals to all Commonwealth agency projects. All technicians that work on-site on the Commonwealth locations have experience with the 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 the 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.

- 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.

HP understands that cultivating a successful long-term relationship with Commonwealth requires a knowledgeable account team. We believe one of our key differentiators is our commitment to professional account management. HP utilizes the unique characteristics of our program management and field team, and the strength of the HP experience, to effectively link our organizations together as a team to enhance our working relationship, ensure contract compliance, and promote technological developments within the business.

Part of HP's management style is that all levels of management and operations become involved with our State and Local Government and Education accounts. HP promotes the development of strong relationships at all levels of our organization within the Printing and Personal Systems and Enterprise teams that support the Commonwealth contract.

Mobility

HP looks forward to having a discovery session with the Commonwealth in building a custom mobility plan. HP has a three tier approach to Mobile transition and at a high level the following are the areas of focus:

- Mobile Hardware – HP Inc. offers an array of hardware to meet your mobility needs from hand held phones to high performance platforms. HP Inc. invest lots of money into research and development to Engineer the world's best products.
- Services – HP Inc. has a Suite of Services to help meet your needs including PC as a Service. We consultant, Implement and sell solutions that drive your goals. This process in consistent and always changing.
- Security – HP Inc. Engineers platforms that are secure and have proprietary solutions that no one can match. HP Inc. does and can offer free user group seminars (hosted by our Security & Education Team) to help educate the Commonwealth move to a safe and more secure environment.

The Commonwealth's workforce needs unrestricted access to the people, applications, and data that are important to them. This demands that organizations not only keep up with advances in mobile technology but also quickly adapt to ever-evolving expectations and preferences.

As enterprise technology continues to rapidly evolve, lines are being crossed. It's continually morphing, blending and becoming more focused on the customer. The individual user, not the corporate environment, is now the driving creative force. With this new style of IT multi-device OS environments where personal and work devices co-exist, there's a greater reliance on collaboration tools and cloud-based ecosystems.

The HP PHI design philosophy is 100% focused on creating solutions that integrate designs with the latest consumer technologies that customers crave. And so to that end, we have re-designed the look and feel of our new business notebooks to elegantly integrate both form and function.

With this in mind, HP designed its new EliteBook and ProBook Series for mobility, durability and security, while pleasing the eye with a radically thinner profile wrapped in a performance-inspired design.

With laser-sharp focus on new materials we've not only enhanced performance, we've also elevated the aesthetic value of the products. We've made our business notebooks dramatically smaller, lighter, and thinner for greater comfort, style, and mobility, but without sacrificing durability and valued features.

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.

HP Response:

HP has worked with the Commonwealth on several occasions with our local Subcontractor Adept Consulting who provides this type of services. The services is customized based on the unique needs and conditions the Agency has. Many times it is the case that the locations can only accept so many pieces of equipment at a time so we provide staggered delivery based on a schedule comfortable and agreeable with the Agency. Adept has facilities available to them to hold inventory so that is not a burden on the Commonwealth Agencies and provides the perfect Deployment solution.

As a multi-billion dollar worldwide provider of technology procurement services, HP understands that product acquisition can be planned, tracked and deployed to make business more efficient. HP has developed advanced distribution systems and customization processes to meet the needs of companies across all industries. Whether a customer requires a single system or end-to-end deployment services for a major project rollout, HP is the right choice.

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?

HP Response:

HP has helped many States efficiently manage their hardware assets with the custom asset tagging solutions created specifically for each States’ unique needs.

PC Asset Tagging - HP offers flexible options for asset tagging and labeling of hardware and/or packaging in the Customization Facilities prior to shipment.

HP can create electronic asset tags by electronically recording asset tag numbers into the system BIOS as part of our PC BIOS Asset Tagging Service. For physical asset tags or labels, HP will affix a customer-supplied physical asset tag, or will create tags to meet a customer’s requirements.

HP’s standard asset tags are barcode readable and can accommodate multiple customer-defined data fields. HP offers several options for customers that require additional fields of data, special graphics or labels, custom placement on the product or packaging, or other customized services.

HP also offers ready-to-deploy asset tagging services that do not require input from the customer to support. Two of these services are available for placement on the hardware to include either the serial number and two MAC addresses or the serial number, the MAC address and the UUID. A service to place this information on exterior packaging includes all four items: serial number, two MAC addresses and the UUID. Each field on these tags is barcoded for faster asset management and warehouse processing. In addition, HP can affix a ready-to-deploy asset security tag to protect your systems from theft.

Asset Management - HP can provide the Commonwealth with a detailed asset reporting document that includes specific delivery and serial number information for each system. Additional User Defined Fields (UDF's) can also be added to capture additional data points for reporting. HP can provide asset reports, which are available in several different file formats (comma delimited, tab delimited, and MS Excel), and HP can email this automatically generated file via email to one or more email addresses. HP is also will to investigate other file delivery methods.

As an Original Equipment Manufacturer providing products and services through a Direct fulfillment model, HP manages our manufacturing processes according to customer forecasts. The actual positioning of product is internally managed using these forecasts, so our supply chain exists on the component level.

Adequate component-level inventory is therefore central to preventing product shortages and maximizing the efficiency of HP's manufacturing operations. In order to optimize the locations of the manufacturing inventory, HP implemented a Vendor-Managed process utilizing a Minimum/Maximum inventory replenishment strategy. HP set out to optimize inventory location, ensure effective inventory replenishment, and reduce the number of touch-points required during manufacturing.

In the event of product/component shortages, this Vendor-Managed model also gives HP extended visibility into the component supply chain. This visibility allows HP to project shortages against customer forecasts, and on a case-by-case basis, customers are better able to prepare for the impact of a product shortage if HP can identify the shortage before it occurs.

In addition to forecasting, the general strategy to ensure reliable availability of HP's components and manufacturing resources throughout our supply chain includes:

- Execution of long-term strategic supply agreements with key suppliers for guaranteed supply or supply percentage in times of allocation
- Contracted vendors dedicated only to HP manufacturing needs
- Multiple sourcing from more than one geographical location for components and manufacturing from "near-shore" locations in Mexico to "off-shore" locations in Asia and Europe
- Maximize use of standard components (HP quality and performance tested) in designs
- Strategic stocking/accumulation programs
- Secondary and tertiary market-buy programs

HP positions materials in two ways: flex and buffer. In short, buffer is the vendor-owned inventory positioned at all manufacturing sites. Flex strategy is the incremental demand added to the forecasted demand. Flex percentage, or the percentage of incremental demand added to the forecasted demand, is used by the business units as incremental demand to our forecast to guard against demand volatility.

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

HP Response:

HP Labs is passionate about making our research real—driving technology to commercialization in the areas most important to our customers and society. We are driven to create solutions that transform data into value, bytes into experiences, noise into knowledge. We take our technologies from prototype to near market-ready, co-investing with HP businesses to deliver new capabilities for HP and our customers.

HP remains committed to innovation as a key element of our culture. Development efforts are focused on designing and developing products, services, and solutions that anticipate customers' changing needs and desires and emerging technological trends. Our efforts also are focused on identifying the areas where we believe HP can make a unique contribution and the areas where partnering with other leading technology companies will leverage our cost structure and maximize our customers' experiences.

Expenditures for research and development were \$1.2 billion in 2016. Prior investments included:

- \$1.2 billion in fiscal 2015
- \$1.3 billion in fiscal 2014
- \$1.2 billion in fiscal 2013
- \$1.2 billion in fiscal 2012

We anticipate that we will continue to have significant research and development expenditures in the future to provide a continuing flow of innovative, high-quality products and services to maintain and enhance our competitive position.

Patents

Our general policy has been to seek patent protection for those inventions and improvements likely to be incorporated into our products and services or where proprietary rights will improve our competitive position. As of October 31, 2016, HP Inc.'s worldwide patent portfolio included over 18,000 patents.

HP believes that our patents and applications are important for maintaining the competitive differentiation of our products and services, enhancing our ability to access technology of third parties, and maximizing our return on research and development investments.

HP will conduct quarterly reviews with the Commonwealth as well as Bi-Yearly Technology Events where the Commonwealth can touch the devices and speak the HP Technical Consultants.

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.

HP Response:

The HP corporate desktops and notebooks support a single image for 12 to 18 months, making them easier to deploy, manage, and reduce ownership costs. HP collaborate with our component manufacturers and this is a key element in developing stability and consistency into our client products. We work closely with Intel and other manufacturers of components such as hard disk drives, optical storage devices, and graphics chipsets and cards to meet the stringent stability requirements of HP. This means component suppliers' roadmaps are scrutinized and often modified to find a proper balance between the strict stability and consistency requirements and the need to maintain platform cost. The result of this work is long product lifecycles and a single software image.

HP Business PCs are engineered from the ground up for image and hardware stability for up to 18 months. The benefits are as follows:

- Image does not change for 12-18 months.
- Allows you to plan rollouts.
- Pre-install image and HW components do not change; no need to re-qualify models - reduces test time and support costs

HP is able to deliver long product and image stability because we look at stability from both a horizontal and vertical perspective. Vertical platform stability creates commonality of chip sets and major architectural features from the low end to the high end of a specific product series. This means that if you buy a high-end PC and create an operating software and driver image for it, and then when you buy a low-end or mid-range PC from the same series, that image will still work. Vertical platform stability requires that the PC hardware vendor design the PCs within a product series so that a consistent set of software images can be deployed. This can greatly reduce total cost of ownership and cut down on the support effort associated with maintaining a large number of images.

Horizontal stability offers platform and software image stability over time. With good horizontal platform stability, a long-term software image can be developed and deployed across a population of PCs without the need to implement major changes every few months - as is often the case. This is possible because HP creates an architecture that is scalable and stable enough to accommodate new models within the same product series while maintaining the same image and driver commonality. With horizontal stability, PCs are architecturally and component-compatible with both existing models and those yet to be introduced in that same series.

Whereas many PC vendors change internal boards and chip architectures on a nearly monthly basis, HP Business PCs have brought a vertical and horizontal commonality of board, BIOS, driver and software images to an unprecedented degree. This eliminates the all too common situation where an organization has dozens of different PC configurations to maintain and support. Eventually in even the most stable line of PCs, there will be an architectural change that will require a new image. If that should occur, HP will provide advanced warning about changes to drivers, chipsets and motherboard architectures, which makes any eventual modification of software images manageable and incremental.

The Commonwealth will benefit tangibly from HP's product lifecycle philosophy. Our emphasis on product stability and long-term supportability translates into high-quality products that require less maintenance and less frequent software image updates. The HP commitment to providing binary compatibility and cost-effective hardware upgrade options assures the Commonwealth of outstanding investment protection and a smooth growth path to new technologies.

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.

HP Response:

HP strives to maintain a competitive advantage by providing products and services of the highest quality and lowest cost, with the best delivery, responsiveness, and technology available. Key to achieving this goal is the selection of outstanding suppliers. Because more than 80% of HP products are manufactured through alliances and partnerships, suppliers play a critical role in providing high quality products that deliver superior performance and long, trouble-free service.

HP works closely with our suppliers in one of the largest global supply chains in the IT industry to promote improved efficacy. The most effective way to expedite the process through HP's supply chain is to start with a forecast that the dedicated HP sales account manager can help the Commonwealth and its agencies develop to target the exact outcome sought for each opportunity. We have a dedicated Demand Fulfillment Manager for the Commonwealth that will work with the Account Operations Manager and the Account Executive on developing an accurate forecasts and additionally may be able to customize request a materials reservation for a committed forecast, if needed.

Staging and Storage

HP will utilize our subcontractor Adept to provide the Commonwealth with a customized staging and storage remedy based on each unique opportunity. For effective expediting, HP will provide one (1) standard spare unit for each platform to be utilized when a device is being repaired to limit downtime.

Adept's combined office and warehouse is located at:

49 Business Campus Way
Duncannon, PA 17020

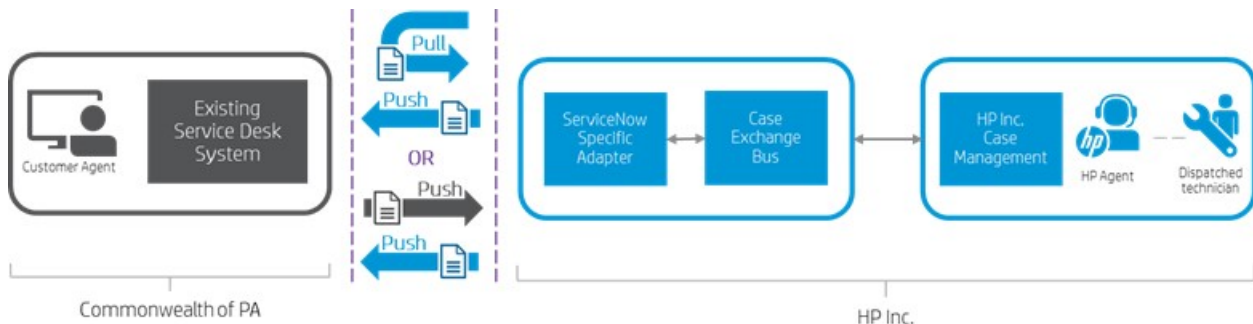
Adept's facility is capable of supporting the Commonwealth's staging and storage requirements as outlined in the features of the location below:

- Size
 - Insured & secure 6,000 foot warehouse
- Security
 - door and motion sensors
 - CCTV cameras
- Receiving
 - two (2), 14 foot tall receiving bays
 - ground level warehouse floor
 - Documentation and Receipt of LTL and small parcel shipments
 - experienced forklift operators
 - bulk storage / stacked pallets capable
 - Inventory Reporting
- Customer accessible by appointment
- Climate controlled 11 seat office space & 6 person conference room
- Vehicle Fleet includes:
 - two (2), 14 foot box trucks
 - one (1), 10 foot mini-box truck
 - three (3) cargo vans

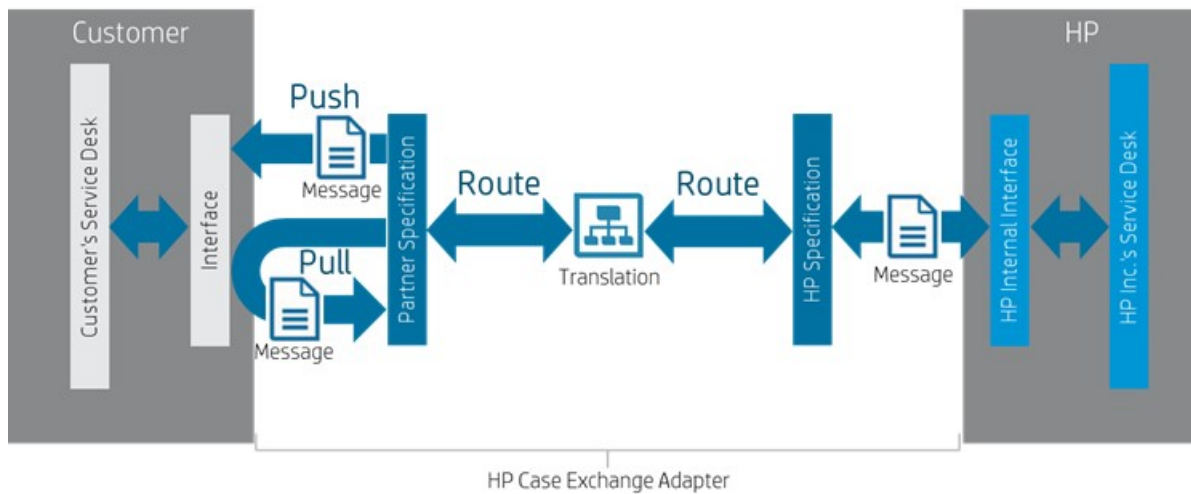
14. SERVICE INTEGRATION. Referring to **Appendix L, Service Management Integration Requirements**, please describe how your company plans to integrate into the Commonwealth's current service environment by meeting or exceeding these requirements.

HP Response:

HP Case Exchange enables seamless, automated support service ticket exchange between the the Commonwealth's service desk system (including ServiceNow) and HP's case management tools. Incident ticket events will flow from the customer ticketing system to HP and vice versa in an automated and secure way manner. The adapter will translate the received data from one side and send it to the other side for processing.



The HP Case exchange adapter acts as a bridge between the Commonwealth and HP, routing and translating data to and from each service desk system. HP configures the adapter to poll the Commonwealth's existing service desk web services in order to receive service desk tickets and updates FROM the Commonwealth. The adapter then pushes acknowledgements and updates to the Customer's existing service desk web services. Messages are translated and routed between both sides.



For successful case exchange integration, some technical work may be required from the Commonwealth. At a high level, the Commonwealth will be required to provide:

- Connectivity, including, but not limited to: protocols, interface characteristics, test and production end points, and security requirements. Some adaptation of the existing Commonwealth interfaces may be required.
- Process flows: a list of processes, their meanings, and how each process leads to a change in ticket status.
- Data structures: a field list for each process, their meanings, and their optionality.
- Resources: project, technical, and business process experts to engage in discussions.
- Testing: to conduct User Acceptance Testing (UAT) and identify any issues.

In order to connect and translate the data, the adapter needs to be customized for each customer, and the customer's interface may need to be adapted to communicate with HP.

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.

HP Response:

HP has reviewed the list of IT Policies and has provided as ***HP Attachment 5***, a list of policies not applicable to the devices in Lot 2 based on the scope of services and procurement defined at this time. These policies may need to be reviewed again if a formal Statement of Work is developed.

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.

HP Response:

HP has read and acknowledges. The proposed HP business class products for Lot 2 includes a Secure Erase capability.

In addition, the Commonwealth has requested four (4) year warranty with keep your hard drive. For eligible products, Defective Media Retention service feature option allows the Customer to retain defective hard disk or eligible SSD/Flash Drive components that the Customer does not want to relinquish due to sensitive data contained within the disk ('Disk or SSD/Flash Drive') covered under this service. All Disk or eligible SSD/ Flash Drives on a covered system must participate in the defective media retention. Notwithstanding anything to the contrary in this document or HP's current standard sales terms, HP waives the right to take possession and title of a defective Disk or SSD/Flash Drive covered by the defective media retention service feature option in the event a replacement product is delivered by HP to the Customer. The Customer will retain all defective Disk or SSD/Flash Drives supported by HP under the HP support agreement, and the Customer remains fully responsible for the protection and privacy of the data residing on the defective Disk or SSD/Flash Drive.

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

HP Response:

HP knows that project management is critical to the success of any contract. HP's mission is to offer solutions that enhance the overall customer experience, and successful management of projects. HP Project Managers are certified Project Management Professional by Project Management Institute and may also have additional certifications such as ITIL Certification and Lean Six Sigma.

HP Lean Six Sigma is one of the important quality improvement strategies HP uses to deliver continuous process improvements. Lean Six Sigma is based on a data driven, consultative approach, which has proven highly-effective in addressing root causes and providing immediate fixes in solving problems. HP believes that quality is a state of continuous improvement that enables consistent fulfillment of customer needs.

One valuable cost savings suggestion is planning and forecasting needs for up to a year to allow for the best savings under the contract. This may not always be possible in State and Local Government or Education, but always a suggestion that can help agencies realize even more savings if not utilizing the State Specific Standard. A recent example is State of Delaware, which put out a bulk purchase quote request based on its forecasted volume that gave the State the best price to obtain savings for the overall budget dollar. Overall, HP will commit to provide any added value throughout the term of the contract should those type of situations come to our attention and may not be noted in this section at this time. We want to thank you for the opportunity to share added value suggestions and improvements that are typically already on the minds and in action by the Commonwealth.

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.

HP Response:

HP's accessibility plan for the Commonwealth is to primarily use the assistive technology features that are provided within the Operating System (example Ease of Access in Microsoft Windows) and our ease of use designs; and supplement with suitable third party assistive technology for specific User needs with products found in the marketplace, that then provide dedicated support for their products.

HP Desktops, Laptops, and Ultra-portable Laptops are designed to industry standards and Operating System specifications and for ease of use by the widest range of Users, including people with disabilities and age-related limitations. Third party assistive technology that implements to the same industry standards and OS specifications would be compatible.

HP products and services include design goals to meet the US Federal Government Section 508 EIT standard and WCAG 2.0 level A and AA, where competitively, technically and economically feasible. Reports with information on how each product conforms to the Section 508 standard are available on hp.com/accessibility along with a statement about our commitment to accessibility and other related and helpful 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.

HP Response:

Spares

HP will stock one (1) spare per platform to limit downtime for devices currently being serviced. These spares can be utilized to replace units being serviced by HP or the partner.

Bi-annual Technology Event (July and December)

HP Inc. will host a Technology Event for the Commonwealth agencies. This event will give employees an opportunity to see, touch and demo current HP equipment. We also bring in industry experts to cover product roadmaps & security initiatives.

Annual Pricing Review

HP Inc. will conduct a pricing exercise which will determine if the Commonwealth is receiving the best possible pricing. Microsoft, Intel and all component companies from time to time will reduce their cost to HP. As a best practice, we would like to pass these savings onto the Commonwealth.

DEMO Program

The HP DEMO Program for commercial based customers provides access to HP products for demonstration, test, and evaluation purposes. With <25,000 loans processed and approximately \$22 million in inventory managed annually, the HP DEMO Program serves thousands of HP customers throughout North America.

The HP DEMO Program offers a flexible and easy-to-use experience with:

- Single source product loans
- Minimal paperwork
- No volume commitments
- Reasonable loan periods
- Knowledgeable phone-in technical support
- No fee equipment, shipping, or support
- Attractive end-of-loan purchase and lease options

Loan Placement Terms

As part of HP's ongoing briefing and forecasting relationship with the Commonwealth, the HP account team will identify the product models and timeframe required for evaluation. HP will then deliver a suitable number of evaluation units for testing and certification. Evaluation periods last between 60 and 120-days along with a possible one-time 30-days extension depending on the product.

Equipment Loan Process

The Commonwealth submits an equipment request to your HP Account Manager, who then verifies the requested configuration. Evaluation units are then configured and shipped from HP's DEMO Program configuration center to the Commonwealth's designated representative. HP provides these units at no cost. At the end of the loan period, the Commonwealth has the option to purchase evaluation units directly from HP at substantially discounted rates.

Early Evaluation Program

The HP Early Evaluation program gives selected customers the opportunity to review and assess new HP products and technology prior to formal announcement. The program underscores our commitment to ease of doing business as part of a superior total customer experience. Additionally, the program gives customers the opportunity to do the following:

- Engage in hands-on evaluation of new products prior to announcement
- Compare current and new technology
- Prequalify software image and drivers
- Experience new form factors and functionality in the user environment
- Plan more efficient and effective product transitions
- Deploy new technology more quickly

Early evaluation also benefits HP by providing a valuable mechanism for direct customer feedback on technical, functional, and quality factors, which can be used in the development of future products.

HP Self-Maintainer Program

The HP Self-Maintainer Program provides the Commonwealth with an alternative to service and support through HP authorized warranty delivery partners or HP Services. In turn, the ability to self-service eligible HP products allows the Commonwealth to meet the needs of its internal customers quickly.

Features and Benefits

As an HP Self-Maintainer, the commonwealth can take full advantage of the features and benefits that follow:

- **HP Channel Services Network (CSN)**—An online warranty claims processing program. This Microsoft® Windows®-based application ties directly into the HP Service Order Management database. CSN can be accessed through the Internet 24 x 7 and allows real-time ordering (no batching). It enables warranty verification, permits claims processing, and provides detailed reports.
- **Repair/Exchange**—An efficient, cost-effective method of obtaining inventory, as well as maintaining tighter inventory control. This is a one-for-one parts exchange program for out-of-warranty HP parts. Partial credit will be given for defective parts once returned. Additionally, active HP Self-Maintainers receive a discount on non-warranty HP Genuine Spare Parts when purchased via the HP Parts Store.
- **In-Warranty Repair**—Receive the service authorization and the technical knowledge to perform your own in-warranty PC and printer repairs. HP provides the tools and training necessary to reduce your response time in critical situations.

- **Service Advisories and Bulletins**—Include the latest service-related information regarding administrative procedures, products, programs, special offers, and non-critical technical information. They are published on CSN whenever there is a need to communicate critical service information.
- **Warranty Labor Reimbursement**—Entitles parts-and-labor tier Self-Maintainers to warranty labor reimbursement for product repairs performed during the warranty period.

Program Fees

There is no fee for certification on personal computing products. There are variable testing fees to become a certified technician for printing products. See below for a listing of eligible products.

A self-maintainer technician can participate in the HP Self-Maintainer Program only after completing the training and passing the qualification tests offered by HP.

Eligible Products

The program covers the following products:

- Personal Computing:
 - HP Desktop PCs (not including desktop thin-clients, handheld computing devices, blade PCs, televisions, or consumer products)
 - HP Retail Point-of-Sale PCs and peripheral devices
 - HP Workstation PCs (not including workstation blades)
 - HP Notebook PCs
 - HP Tablet PCs
 - HP Mobile Thin Clients
- Printing:
 - HP LaserJet shared printers
 - HP Designjet large-format printers

Other platforms may be available for self-maintenance. See your representative for details.

Support Options

The HP Self-Maintainer Program has two levels or tiers, enabling the Commonwealth to choose the program that best fits its needs.

- **Parts-only Tier**—HP will provide free replacement parts under factory warranty only. Labor is not reimbursed.
- **Parts-and-labor Tier**—HP will provide free replacement parts under factory warranty only with labor reimbursement.

Parts-only Tier

The following are the minimum requirements for the parts-only tier:

- Must own or lease the equipment being serviced and the equipment must be located at the customer site.
- Must qualify outright for net 30 terms with a minimum credit limit of \$10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

Parts-and-labor Tier

The following are minimum requirements for the parts-and-labor tier:

- HP products must be purchased directly from HP, authorized 1st tier or 2nd tier distributors, or authorized commercial resellers.
- Must own or lease the equipment being serviced. The equipment must be located at the customer site.
- Must qualify outright for net 30 terms with a minimum credit limit of \$10,000.
- Must have at least one certified technician per service location. Multiple locations with the same assigned technician must be within 100 miles of the technician's primary work location. Only qualified technicians may provide support for eligible HP products.
- Must maintain a designated service contact known to HP at all times.

Summary

Having the ability to self-service eligible products as an HP Self-Maintainer gives the Commonwealth additional flexibility and greater efficiency when responding to internal customer support issues.

Lot 3 – General Information Technology (IT) Peripherals

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

HP Response:

HP is not bidding 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.

HP Response:

HP is not bidding 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.

HP Response:

HP is not bidding 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

HP Attachments

Attachment 1 – HP Subsidiaries

Attachment 2 – Dunn and Bradstreet Business Information Report

Attachment 3 – HP Proposed Product Data Sheets Lot 1

- Attachment 3A – HP ProDesk 600 G2 Data Sheet
- Attachment 3B – HP ProBook 640 G3 data Sheet
- Attachment 3C – HP ProBook 650 G3 Data Sheet
- Attachment 3D – HP EliteBook 840 G3 Data Sheet
- Attachment 3E – HP EliteBook x360 1030 G2 Datasheet
- Attachment 3F – HP EliteDisplay E242 Monitor Data Sheet
- Attachment 3G – HP VH24 Monitor Data Sheet
- Attachment 3H – HP ProDisplay P240va Monitor Data Sheet

Attachment 4 – HP Appendix J. Quarterly Report Template Sample Draft

Attachment 5 – IT Policy list

Attachment 6 – HP Proposed Product Data Sheets Lot 2

- Attachment 6A – HP x2 210 Detachable Data Sheet
- Attachment 6B – Getac B300
- Attachment 6C – Getac T800
- Attachment 6D – HP ProDesk 600 G2 Data Sheet

Attachment 7 – RFP #6100039046 Addendums



HP Inc.

Written Delegation of Signature Authority for ACO Contract Administrators

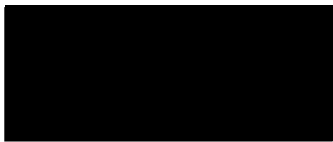
I, Jim Ranalli, Americas Contracts Operations Manager, based upon the HP Inc. Delegation of Authority dated June 21, 2016, grant the Americas Contracts Administrators and the State and Local Government/Education Contract Negotiators listed below, full signature power to sign on behalf of HP Inc., up to the Delegation Amount noted.

<u>Contracts Administrator / Contract Negotiator</u>	<u>Delegation Level</u>	<u>Delegation Amount</u>	<u>Effective Date</u>	<u>Expiry Date</u>
Deborah Kaiser	C5	Unlimited	June 21, 2016	May 31, 2017
Ed Hatch	C5	Unlimited	June 21, 2016	May 31, 2017
Cathy Bingham	C5	\$100,000,000	June 21, 2016	May 31, 2017
Colleen Lively	C5	\$100,000,000	November 3, 2016	May 31, 2017
Judith Alexander	C8	\$50,000,000	June 21, 2016	May 31, 2017
Sheila Wright	C8	\$50,000,000	June 21, 2016	May 31, 2017
Barbara Paddock	C8	\$50,000,000	June 21, 2016	May 31, 2017

This delegation is granted for the following purposes: to individually sign bids, quotations, leases, bonds and contracts with customers and government agencies in the US.

This delegation of signature authority is valid through May 31, 2017 and may be revoked at any time prior thereto for any reason without notice. This Delegation shall be automatically revoked for a Contracts Administrator or Contract Negotiator that has a change in position within HP Inc. or ceases to be employed by HP Inc.

Signed this 3rd day of November 2016.



Jim Ranalli

Americas Contracts Operations Manager

HP

HP INC.

DESIGNATION OF AUTHORITY

I, Ruairidh Ross, Deputy General Counsel and Assistant Secretary of HP Inc., a corporation duly organized and existing under the laws of the State of Delaware, United States of America ("HP"), being duly authorized to represent HP individually, hereby authorize Jim Ranalli, as Americas Contracts Operations Manager, the individual authority, to review and approve actions on behalf and in the name of HP relating to signing bids, quotations, leases and contracts with customers and government agencies, up to an unlimited amount, including such bids, and bonds as may be required in connection with such bids and contracts.

FURTHERMORE, I hereby authorize that Jim Ranalli is further individually empowered to establish a list of U.S. employees of HP and/or its U.S. affiliates to sign bids, quotations, leases and contracts with U.S. customers and U.S. government agencies on behalf of and at the direction of HP pursuant to HP standards and signature authorities.

This designation may be revoked at any time for any reason without notice. This designation shall be automatically revoked with respect to Mr. Ranalli should he cease to be employed by HP or any of its subsidiaries or affiliates.

Signed this 21 day of June, 2016.

A large black rectangular redaction box covering the signature of Ruairidh Ross.

Ruairidh Ross
Deputy General Counsel and Assistant Secretary

Response to Commonwealth of Pennsylvania for Information Technology Hardware from HP Inc.



February 16, 2017
Request for Proposal (RFP) 6100039046
Technical Submittal - Forms



HP Inc.
1501 Page Mill Road
Palo Alto, CA 94304-1126
www.hp.com



February 13, 2017

Raymond Jaime
Issuing Officer
Commonwealth of Pennsylvania
613 North St., Finance Building Rm. 506
Harrisburg, PA 17120

Deborah Kaiser
Contract Administrator
Tel.: +1.281.927.8498
deborah.kaiser@hp.com

Christopher Lesko
Account Manager
Tel.: +1.610.927.2555
christopher.lesko@hp.com

Dear Mr. Jaime:

For its IFB-6100039046 Information Technology Hardware, the Commonwealth of Pennsylvania (the Commonwealth) wishes to contract with a supplier who can provide leading-edge desktop, notebook and thin client computer products with competitive pricing, comprehensive support and streamlined procurement. HP Inc.(HP)'s commitment to quality and reliability, product stability, security and manageability will help achieve these objectives, resulting in a reduced cost of ownership that will benefit the Commonwealth's bottom line.

HP is uniquely qualified to provide desktop, notebook and thin client computing products, technologies, service and support for the Commonwealth's end users and information systems team. No other vendor in this industry can offer the Commonwealth all of the following benefits:

- Consistent, competitive pricing
- Worldwide support network with consistent delivery capabilities in more than 170 countries
- Choice of procurement through HP Direct or an authorized HP reseller
- Leadership in quality and customer satisfaction, two longstanding HP business imperatives
- Performance, portability and productivity for mobile users
- Wireless-ready communications and secure connectivity
- Strong alliances with leading technology providers – such as Intel® and Microsoft®

HP is a proven, well-rounded technology provider with the experience, vision, products and solutions to meet and exceed the stated requirements. We appreciate the opportunity to offer a solution to meet the Commonwealth's business objectives and look forward to discussing our capabilities with you and your team.

Sincerely,



Deborah Kaiser
Contract Administrator

Important Notice

If HP's proposal is submitted in both electronic and hard copy formats and the contents differ, only the hard copy will constitute the valid HP proposal. If no hard copy is submitted and if the content differs between the PDF version and any other electronic format, only the PDF version will constitute the valid HP proposal.

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Proposal Cover Sheet (Appendix D)


Response:

The signed cover sheet follows on the next page.




**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	HP Inc.
Offeror Mailing Address	11445 Compaq Center Drive W CCM03:M3.2.819 Houston, TX 77070
Offeror Website	www.hp.com
Offeror Contact Person	Vanessa Paul
Contact Person's Phone Number	404.774.7133
Contact Person's Facsimile Number	
Contact Person's E-Mail Address	Vanessa.paul@hp.com
Offeror Federal ID Number	
Offeror SAP/SRM Vendor Number	Business Partner #172181/Supplier ID #10385
Lot(s) You Are Proposing On:	
1 - Desktops, Laptops, Tablets and Ultra-Portable Laptops	X
2 - Tablets, Rugged Devices, and Non-Traditional Desktops	X
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:	
X	Technical Submittal Response Template
X	Small Diverse Business Participation Submittal
X	Cost Submittal Response Template (electronic only)

Signature	
	
Signature of an official authorized to bind the Offeror to the provisions contained in the Offeror's submittal:	
Printed Name	Deborah Kaiser
Title	Contract Administrator

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

COSTARS Program Election Form Lot 1 (Appendix F)

Response:

The signed COSTARS Program Election Form for Lot 1 follows on the next page.



APPENDIX F

COSTARS PROGRAM ELECTION FORM

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 Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

Indicate below which Lot(s) the Bidder elects to sell the awarded items/services to COSTARS members, if awarded a contract:

- 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
- Lot 6, Storage Hardware

If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.

HP Inc.

Corporate or Legal Entity Name

 _____
2-13-17

Signature/Date

Deborah Kaiser, Contract Administrator

Printed Name/Title

COSTARS Program Election Form Lot 2 (Appendix F)

Response:

The signed COSTARS Program Election Form for Lot 2 follows on the next page.



APPENDIX F

COSTARS PROGRAM ELECTION FORM

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 Certified Small Business) at the beginning of each contract year and upon each contract renewal date.

Indicate below which Lot(s) the Bidder elects to sell the awarded items/services to COSTARS members, if awarded a contract:

- 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
- Lot 6, Storage Hardware

If you are a Department of General Services Certified Small Business, you must submit a copy of your active certification with your bid response.

HP Inc.

Corporate or Legal Entity Name

 _____
Signature/Date

2-13-17

Deborah Kaiser, Contract Administrator

Printed Name/Title

Domestic Workforce Utilization Certification (Appendix B)

Response:

The signed Domestic Workforce Utilization Certification follows on the next page.



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, **Deborah Kaiser**, of **HP Inc.** a **Delaware** corporation or other legal entity, ("Contractor") located at **1501 Page Mill Road Palo Alto, CA** having a Social Security or Federal Identification Number of **94-1081436**, 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

63 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:

Manufacturing labor of mobile devices and mini desktops is performed in China

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:

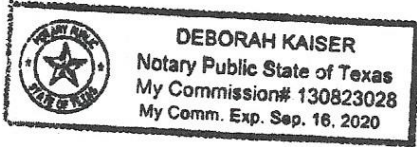
[Redacted Signature]

2-13-17

Signature/Date

Deborah Kaiser, Notary

Printed Name/Title



HP Inc.

Corporate or Legal Entity's Name

[Redacted Signature]

Catherine Bingham,
Contract Administrator

Printed Name/Title

Iran Free Procurement Certification Form (Appendix U)

Response:

The signed Iran Free Procurement Certification Form follows on the next page.



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> HP Inc.	
<i>By</i> 	
<i>Printed Name and Title of Person Signing</i> Deborah Kaiser Contract Administrator	<i>Date Executed</i> 2-13-17

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>

Lobbying Certification and Disclosure of Lobbying Activities (Appendix I)

Response:

The signed Lobbying Certification follows on the next page. The Disclosure of Lobbying Activities is not applicable.



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: Contract Administrator

DATE: 2-13-17

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: <div style="display: flex; justify-content: space-between;"> Prime Subawardee </div> Tier _____, 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: <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.

Manufacturer Authorization Letter(s)

Response:

The Getac Letter of Authorization for the Rugged Laptops proposed in Lot 2 follows on the next page.



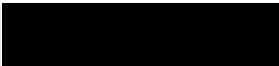
January 26, 2017

Dear Sir or Madam:

Getac is providing this letter to confirm that HP Inc. which will do business in California as HP Computing and Printing, Inc. with offices at 1501 Page Mill Rd. Palo Alto, CA 94304 is currently an authorized distributor of our products and services, in good standing and certified to distribute the complete line of Getac products and solutions through HP Inc. resellers. This letter of authorization is in reference to the Commonwealth RFP6100039046 for Information Technology Hardware.

We look forward in continuing to support HP Inc. and their customers with our rugged mobile computing products and services.

Scott Shainman



President

Scott.shainman@getac.com

949-681-2978

Getac, Inc.
400 Exchange, Ste. 100
Irvine, CA 92602

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>
600 G2 MT	HP	Indiana
640 G3	HP	China
840 G4	HP	China
Standard 600 G2 SFF	HP	Indiana
Mid-Range 600 G2 SFF	HP	Indiana
High-End 600 G2 SFF	HP	Indiana

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:

HP Inc.

11445 Compaq Center Drive W CCM03:M3.2.819

Houston, TX 77070

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>
x2 210 G2 Tablet	HP	China
B300G6 Premium	(Getac) HP	China
600 G2 Desktop Mini	HP	Indiana
HP t630 W10/8GR V	HP	Indiana
HP t630 WES7E/4GR V	HP	Indiana

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:

HP Inc.

11445 Compaq Center Drive W CCM03:M3.2.819

Houston, TX 77070

Commonwealth of Pennsylvania
IT Hardware Contract 4400017908
Lot 1: Desktop PCs, Laptops, Ultra Portable Laptops, & Associated Services, Options, and Upgrades

Offeror Name: **HP**

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.

Standard Desktop	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Input Requested			
Historical Annual Volume	1,432		
Cost per Unit (Purchase)	\$ 557.00		
Annual Cost per Unit (4 year lease)	\$ 147.79		
Manufacturer	HP		
Model Number	600 G4 MT		
Component	Standard Desktop Minimum Requirements		
Processor (CPU) Type	Intel® Core™ i5-6600 (3.9 GHz) CPU or equal	x	Intel Core i5-8600 3.1 6C 65W
Operating System	Windows 10 64 Bit Pro	x	
(RAM)	8GB 1866 DDR4, Non-ECC, max capacity 32GB	x	8GB (1x8GB) DDR4 2666
Hard Drive	500 GB 7200 RPM, SATA Interface	x	
Display	Not Included	x	Not Included-External
Display/Graphics Technology	Integrated HD Graphics w/ Dual Monitor Support	x	
Sound	Analog stereo output	x	
Speakers	Integrated headphone and stereo speaker jacks	x	
Optical Drive 1	8X DVD+/-RW Writer Drive	x	
Mouse	USB optical mouse with scroll	x	
Keyboard	USB keyboard	x	
Smart Card Reader	FIPS-201 Approved Transparent Smart Card Reader (Keyboard integrated or USB)	x	HP USB Business Slim Wired SmartCard CCID Keyboard US
Network Interface	10/100/1000 BASE-T Ethernet	x	
USB Ports	6	x	1 USB 2.0; 1 USB 2.0 (fast charging); 2 USB 3.1 Gen 2; 1 USB 3.1 Type-C™ Gen 2
DVI Ports	1	x	no
VGA Ports	Optional	x	1 VGA
Display Port	1	x	2 DisplayPort™ 1.2
HDMI	Optional	x	Not Included-External Dongle
Slots	2 PCI Slots available (PCI and/or PCIe)	x	
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer	x	
EPEAT	Gold	x	
Energy Star	Must Meet Current Energy Star	x	
Section 508 Compliant	Yes	x	
Form Factor	Mini Tower	x	
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

Mid-Range Desktop	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Input Requested			
Historical Annual Volume	850		
Cost per Unit (Purchase)	\$ 735.00		
Annual Cost per Unit (4 year lease)	\$ 195.02		
Manufacturer	HP		
Model Number	600 G4 MT		
Component	Mid-Range Desktop Minimum Requirements		
Processor (CPU) Type	Intel® Core™ i7-6700 (4.0 GHz) or equal	x	Intel Core i7-8700 3.2 6C 65W
Operating System	Windows 10 64 Bit Pro	x	
(RAM)	16 GB DDR4 2133 DIMM	x	16GB (1x16GB) DDR4 2666
Hard Drive	256 GB SSD	x	
Display	Not Included	x	Not Included-External
Display/Graphics Technology	Integrated HD Graphics w/ Dual Monitor Support	x	
Sound	Analog stereo output	x	
Speakers	Integrated headphone and stereo speaker jacks	x	
Optical Drive 1	8X DVD+/-RW Writer Drive	x	
Mouse	USB optical mouse with scroll	x	
Keyboard	USB keyboard	x	
Smart Card Reader	FIPS-201 Approved Transparent Smart Card Reader (Keyboard integrated or USB)	x	HP USB Business Slim Wired SmartCard CCID Keyboard US
Network Interface	10/100/1000 BASE-T Ethernet	x	
USB Ports	6	x	1 USB 2.0; 1 USB 2.0 (fast charging); 2 USB 3.1 Gen 2; 1 USB 3.1 Type-C™ Gen 2
DVI Ports	1	x	no
VGA Ports	Optional	x	1 VGA
Display Port	1	x	2 DisplayPort™ 1.2
HDMI	Optional	x	Not Included-External Dongle
Slots	2 PCI Slots available (PCI and/or PCIe)	x	
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer	x	
EPEAT	Gold	x	
Energy Star	Must Meet Current Energy Star	x	
Section 508 Compliant	Yes	x	
Form Factor	Mini Tower	x	
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

High-End Desktop	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Input Requested			
Historical Annual Volume	1,534		
Cost per Unit (Purchase)	\$ 947.00		
Annual Cost per Unit (4 year lease)	\$ 251.27		
Manufacturer	HP		
Model Number	600 G4 MT		
Component	High End Desktop Minimum Requirement		
Processor (CPU) Type	Intel® Core™ i7-6800K (3.6GHz) or equal	x	Intel Core i7-8700 3.2 6C 65W
Operating System	Windows 10 64 Bit Pro	x	
(RAM)	32 GB DDR4 2400 DIMM	x	32GB (2x16GB) DDR4 2666
Hard Drive	512 GB SSD	x	512GB SATA TLC
Display	Not Included	x	Not Included-External
Display/Graphics Technology	Nvidia Quadro K420, 2GB equivalent or better	x	AMD Radeon R7 430 2GB 2DP Graphics
Sound	Analog stereo output	x	
Speakers	Integrated headphone and stereo speaker jacks	x	
Optical Drive 1	16X DVD+/-RW Super Multi SATA Drive	x	
Mouse	USB optical mouse with scroll	x	
Keyboard	USB keyboard	x	
Smart Card Reader	FIPS-201 Approved Transparent Smart Card Reader (Keyboard integrated or USB)	x	HP USB Business Slim Wired SmartCard CCID Keyboard US
Network Interface	10/100/1000 BASE-T Ethernet	x	
USB Ports	6	x	1 USB 2.0; 1 USB 2.0 (fast charging); 2 USB 3.1 Gen 2; 1 USB 3.1 Type-C™ Gen 2
DVI Ports	1	x	no
VGA Ports	Optional	x	1 VGA
DP or HDMI	Optional	x	2 DisplayPort™ 1.2
DP or HDMI	1	x	Not Included-External Dongle
Slots	2 PCI Slots available (PCI and/or PCIe)	x	
Platform Integrity	Trusted Platform Module (TPM) v1.2 or newer	x	
EPEAT	Gold	x	
Energy Star	Must Meet Current Energy Star	x	
Section 508 Compliant	Yes	x	
Form Factor	Mini Tower	x	
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

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.

Standard Laptop	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Input Requested			
Historical Annual Volume	115		
Cost per Unit (Purchase)	\$ 851.96		
Annual Cost per Unit (4 year lease)	\$ 226.67		
Manufacturer	HP		
Model Number	640 G4		
Component	Standard Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i5-7200U (3.1 GHz) or equal	x	HP IDS UMA i5-7200U F/WWAN 640 G4 BNBPC
Operating System	Windows 10 64 Bit Pro	x	
(RAM)	8 GB DDR4 2133 MHz	x	8GB (1x8GB) DDR4 2400
Hard Drive	256GB SSD	x	
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station	x	14 HD AG LED SVA 220 f/CAM slim
Display	14 inch	x	
Display Resolution	1366x768	x	
Sound	Analog Stereo Output	x	
Speakers	Integrated Stereo (Built-in stereo speakers)	x	
Optical Drive	None	x	
Mouse	Optical USB w/ Scroll	x	
Keyboard	Integrated	x	
Webcam	Integrated	x	
Microphone	Integrated	x	
Network Interface	10/100/1000 Base-T Ethernet; Wireless: 802.11n with 11a/g/b compatibility	x	Intel 3168 ac 1x1 nvp +BT 4.2LE WW 2Ant
Bluetooth	Bluetooth 3.0, Integrated	x	
Ports	3 or more USB 2.0 or higher	x	USB 3.1 Type-C™ (charging); 3 USB 3.1 Gen 1 (1 charging)
Slots	1 - SD/MMC Card Slot, 1 - Locking Cable Slot	x	1 microSD
Smart Card Reader	FIPS-201 Approved Transparent Reader	x	HP USB Business Slim Wired SmartCard CCID Keyboard US
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
EPEAT	Gold	x	
Energy Star	Must Meet Current Energy Star	x	
Section 508 Compliant	Yes	x	

High-End Laptop	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Input Requested			
Historical Annual Volume	1,204		
Cost per Unit (Purchase)	\$ 1,094.00		
Annual Cost per Unit (4 year lease)	\$ 291.07		
Manufacturer	HP		
Model Number	650 G4		
Component	High-End Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i7 7500U (3.5 GHz) CPU or equal	x	HP IDS UMA i7-8650U F/WWAN 650 G4 BNBPC
Operating System	Windows 10 64 Bit Pro	x	
(RAM)	16 GB DDR4 2133 MHz	x	16GB (2x8GB) DDR4 2400
Hard Drive	512GB SSD	x	512GB PCIe NVMe TLC SSD
Display/Graphics Technology	Integrated Graphics Supports Dual Display configuration with Docking Station	x	15.6 HD AG LED SVA f/WWAN f/CAM slim
Display	15 inch	x	
Display Resolution	1920x1080	x	
Sound	Analog Stereo Output	x	
Speakers	Integrated Stereo (Built-in stereo speakers)	x	
Optical Drive	None	x	
Mouse	Optical USB w/ Scroll	x	
Keyboard	Integrated	x	
Webcam	Integrated	x	
Microphone	Integrated	x	
Network Interface	10/100/1000 Base-T Ethernet; Wireless: 802.11n with 11a/g/b compatibility	x	Intel 8265 ac 2x2 mvp +BT 4.2 WW 2Ant
Bluetooth	Bluetooth 3.0, Integrated	x	
Ports	3 or more USB 2.0 or higher	x	2 USB 3.1 Gen 1 (1 charging)
Slots	1 - SD/MMC Card Slot, 1 - Locking Cable Slot	x	1 microSD
Smart Card Reader	FIPS-201 Approved Transparent Reader	x	HP USB Business Slim Wired SmartCard CCID Keyboard US
Platform Integrity	Trusted Platform Module 1.2 (or Newer)	x	
EPEAT	Gold	x	
Energy Star	Must Meet Current Energy Star	x	
Section 508 Compliant	Yes	x	

Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management
Weight	Less than 6 pounds	x	

Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management
Weight	Less than 6.5 pounds	x	

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.

Ultra-Portable Laptop	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	78		
Cost per Unit (Purchase)	\$ 833.15		
Annual Cost per Unit (4 year lease)	\$ 221.67		
Manufacturer	HP		
Model Number	840 G5		
Component	Ultra-Portable Laptop Minimum Requirements		
Processor (CPU) Type	Intel Core i5-7200U	x	
Operating System (RAM)	Windows 10 64 Bit Pro	x	
Hard Drive	8 GB	x	
Minimum Display Size	256 GB SSD	x	256GB M2 SATA-3 SED OPAL2 TLC SSD
Speakers	13"	x	14"
Touchpad	Internal	x	
Touchscreen	Included	x	
Keyboard	Optional	x	optional
Camera	Integrated English	x	
Display/Graphics Technology	Integrated	x	
Network Interface	Integrated Graphics Supports Dual Display configuration with Docking Station	x	
Bluetooth	Wireless: 802.11n with 11a/g/b compatibility	x	Intel R265 ac 2x2 mvp +Bluetooth 4.2 WW with 2 Antennas
Minimum USB Ports	Version 4	x	1 Thunderbolt™ (USB Type-C™ connector); 2 USB 3.1 Gen 1 (1 charging);
DP or HDMI	2, with 1 USB 3.0	x	Yes
EPEAT	Yes	x	1 HDMI 1.4
Energy Star	Gold	x	
Warranty	Must Meet Current Energy Star	x	
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

Ultra-Portable Convertible Laptop / Tablet	Proposal	Confirmation that your spec meets this minimum requirement ("X")	Actual Spec Proposed, if Higher
Historical Annual Volume	68		
Cost per Unit (Purchase)	\$ 1,171.18		
Annual Cost per Unit (4 year lease)	\$ 311.60		
Manufacturer	HP		
Model Number	Elitebook x360 1030 G2		
Component	Convertible Laptop / Tablet Minimum Requirements		
Processor (CPU) Type	Intel Core i5-7200U	x	
Operating System (RAM)	Windows 10 64 Bit Pro	x	
Hard Drive	8 GB	x	8GB RAM intergrated into the processor
Minimum Display Size	256 GB SSD	x	256GB M2 SATA SED OPAL2 TLC SSD
Speakers	11.6"	x	13.3 FHD BV LED UWVA uslim TS
Touchpad	Internal	x	
Touchscreen	Included	x	
Keyboard	Required	x	
Camera	Integrated English	x	
Display/Graphics Technology	Integrated	x	
Network Interface	Integrated Graphics Supports Dual Display configuration with Docking Station	x	
Bluetooth	Wireless: 802.11n with 11a/g/b compatibility	x	Intel R265 ac 2x2 mvp +BT 4.2 WW 2Ant
Minimum USB Ports	Version 4	x	1 USB Type-C™ with Thunderbolt™; 2 USB 3.1 (1 charging);
DP or HDMI	2, with 1 USB 3.0	x	Yes
EPEAT	Yes	x	1 HDMI 1.4
Energy Star	Gold	x	
Warranty	Must Meet Current Energy Star	x	
Warranty	4 years On Site Next Business Day Fix; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

Lot 1 - Services - Options - Upgrades

Instructions for Offerors: Please provide your proposed cost for each of the following services or options. Under additional options, please provide any other options you feel the Commonwealth may benefit from. You should propose a cost for all services / options / upgrades, but these services / options / upgrades will be purchased at the Commonwealth's discretion. If you cannot provide a particular option / upgrade cost, please provide a detailed comment for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced at a cost per device.

Services	Unit of Measure	Historical Annual Volume	Notes, if Any	Cost per Unit (Purchase)	Annual Cost Per Unit (4 year lease)
Installation	Per Machine	501	Delivery & Installation 1 each of the following: desktop cpu (any form factor), monitor (stand-alone), oem provided power / video cables, oem provided input devices. Configuration & Connection includes: reconnection of pre-existing peripherals (including surge suppression / UPS outlets, VIOIP & LAN cables, VIOIP phone, USB cables), CoPA provided installation instructions for necessary 1st time physical setup.	\$ 86.90	\$ 23.90
Onsite Asset Tagging	Per Machine	931	A polyethylene label (tag) will be applied with a permanent backing to each unit. The tag will be approximately 2" inches wide and 1" tall and will be applied to the bottom of Notebook or side of Desktop system. The tag will typically include the "Client Name" in human readable format. The tag will typically include a scannable barcode matching a human readable asset tag number.	\$ 59.40	\$ 16.34
Offsite Asset Tagging	Per Machine	3,723	PreDeployment SP Creation, Application & Correlation of CoPA defined asset data in text & barcode 128 form (maximum of 3 labels per system).	\$ 16.55	\$ 4.55
Onsite Image Deployment	Per Machine	551	Agency places order with equipment and on-site image sku. HP delivers equipment to CoPA. Agency notifies RTI that equipment is on-site. RTI will schedule image installation within 5 days of call from agency.	\$ 114.40	\$ 31.47
Offsite Image Deployment	Per Machine	2,204	Off-Site OS Load of CoPA provided OS image Image application & bios configuration tasks performed prior to any other installation services)	\$ 16.50	\$ 4.54

Bundle - Install, Image Deployment, Tag	Per Machine	1,637	Delivery & Installation 1 each of the following: desktop cpu (any form factor), monitor (stand-alone), oem provided power / video cables, oem provided input devices. Configuration & Connection Includes: reconnection of pre-existing peripherals (including surge suppression / UPS outlets, VIOIP & LAN cables, VIOIP phone, USB cables), CoPA provided installation instructions for necessary 1st time physical setup.	\$ 108.90	\$ 29.95
Data Transfer	Per 10 GB	554	Single existing user's profile/data back-up and restore Includes: ISP & User coordination	\$ 44.00	\$ 12.10
Preparation for Shipment	Per Machine	2,004	Disconnection of 1 each of the following: desktop cpu (any form factor), monitor (stand-alone), oem provided power / video cables, oem provided input devices.	\$ 19.80	\$ 5.45
Hard Drive Removal	Per Machine	500	On-Site Disconnection, Removal & Correlation of any solid-state or spindle HDD(s), per system (notebook or desktop) HDDs remain on-site, in CoPA possession	\$ 4.40	\$ 1.21
On-Premise Disk Wipe	Per Machine	1,447	Technician attended, on-site, DoD 5220.22-M Data wipe of any solid-state or spindle HDD(s), per system (notebook or desktop) Includes: Success/Failure Reporting	\$ 37.40	\$ 10.29
Off-Premise Disk Wipe	Per Machine	322	Technician attended, off-site, DoD 5220.22-M Data wipe of any solid-state or spindle HDD(s), per system (notebook or desktop) Includes: Success/Failure Reporting	\$ 20.90	\$ 5.75
Relocation within 25 Miles	Per Machine	627	Disconnection, Transportation, & Reconnection of all of the following: desktop cpu (any form factor), oem provided power / video cables, oem provided input devices, VIOIP phone / network cables, surge suppression / UPS outlets. Maximum of 2 monitors (stand-alone).	\$ 66.00	\$ 18.15
Relocation Outside 25 Miles	Per Machine	47	Disconnection, Transportation, & Reconnection of all of the following: desktop cpu (any form factor), oem provided power / video cables, oem provided input devices, VIOIP phone / network cables, surge suppression / UPS outlets. Maximum of 2 monitors (stand-alone).	\$ 73.70	\$ 20.27
Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)	Per Machine	500	Removal, Storage, & Transportation to DGS- Surplus of all of the following: desktop cpu (any form factor), oem provided power / video cables, oem provided input devices, VIOIP phone / network cables, surge suppression / UPS outlets. Maximum of 2 monitors (stand-alone). ISP Storage length not to exceed 30 calendar days.	\$ 30.80	\$ 8.47
Options / Upgrades					
24" VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor		E2431	211	\$ 55.49
24" Display Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor		VH24	153	\$ 40.24
23" LCD VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor		P240a, no height adj	135	\$ 35.51
23" LCD Display Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor		VH24	153	\$ 40.24
Post-Warranty Service	Per year / per Machine			NA	
Accidental Damage Protection	Per year / per Machine		depends on platform of Disk or NB, will Not exceed	215	\$ 59.14
Cellular Data	Per Machine		to allow a unit to have a cellular plan - IT4120 LTE HSPA+ EVDO Gobi 4G	64	\$ 17.60
Docking Station with Port Replicator	Per Unit		priced separately	Dock = \$95, Port Rep = \$71	\$ 44.17
Docking Station with Port Replicator and 24 inch Monitor	Per Unit		priced separately	Dock = \$95, Port Rep = \$71, Monitor = \$135	\$ 80.08
128 SSD Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	80	\$ 21.28
256 SSD Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	110	\$ 29.27
512 SSD Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	230	\$ 61.19
1 TB SSD Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	80	\$ 21.28
M.2 256 GB SSD Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	110	\$ 29.27
M.2 512 GB SSD Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	230	\$ 61.19
M.2 1 TB SSD Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	80	\$ 21.28
i7 Processor Upgrade	Per Machine		depends on platform of Disk or NB, will Not exceed	305	\$ 81.15
RAM Upgrade - Additional 8 GB	Per Unit		for 600 G2 MT and SFF, 8 total	48	\$ 12.77
RAM Upgrade - Additional 16 GB	Per Unit		depends on platform of Disk or NB, will Not exceed	146	\$ 38.84
BIOS Streaming	Per Machine		RTI will provide BIOS-Stamping services to the CWOP approved asset information on new CPU's. RTI will work with the CWOP project team with regards to final approved data to be used in this process. RTI can enter a character specific string in the BIOS subject to the number of characters available in the field. Must be less than 36 characters.	6.6	\$ 1.82
Touchscreen	Per Unit		dependant on platform	70	\$ 18.62
USB Number Pad	Per Unit			15.31	\$ 4.21
Hourly Rate Per Training	Per Hour Rate		Hardware Training	75	\$ 20.63
Professional Services					
Standard 600 G4 SFF - identical build as the 600 G4 MT				592	\$ 157.08
Mid-Range 600 G4 SFF - identical build as the 600 G4 MT				903	\$ 239.59
High-End 600 G4 SFF - identical build as the 600 G4 MT				999	\$ 265.06
32GB DDR4-2133 DIMM (2x16GB) RAM			for 600 G4 MT and SFF	192	\$ 50.94
HP Elite G5W TB3 Dock				140	\$ 37.25
hs 5210 HSPA+ WW				34	\$ 9.05
HP 4y Nbd Adv Exchange Large Monitor SVC				15	\$ 4.13
HP 5y NextBusDay Onsite/DMR DT Only SVC				50	\$ 13.75
HP 5y NextBusDay Onsite/DMR NB Only SVC				155	\$ 42.63
HP 4y Nbd Onsite/ADP G2/DMR NB Only SVC				215	\$ 59.14
HP 5y Abs DDS Nbd DMR NB Only SVC				278	\$ 76.47

Commonwealth of Pennsylvania
IT Hardware Contract 4400017908
Lot 2: Tablet PCs, Rugged Devices, Non-Traditional Desktops, and Associated Services, Options, and Upgrades

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: HP

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			
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)	\$ 444.00		
Annual Cost per Unit (4 year lease)	\$ 119.44		
Manufacturer	HP		
Model Number	x2 210 G2		
Component	Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	x	HPIDSUMAXS-Z8350 2GB 32G eMMC x210G2 wKBNNP
Processor Speed	1.5 GHz	x	
Operating System	Windows or Android	x	Windows 10 Pro
(RAM)	2 GB	x	
Storage	32GB	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	Intel 7265 ac 2x2 +BT 4.0 LE WW
Warranty	4 years	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

Mid Range 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)	\$ 1,365.00		
Annual Cost per Unit (4 year lease)	\$ 361.45		
Manufacturer	HP		
Model Number	x2 1012 G2		
Component	Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	x	HP IDS UMAS-7300U 8GB WWAN x21012 G2 Tablet
Processor Speed	1.2 GHz	x	2.6 GHz
Operating System	Windows or Android	x	Windows 10 Pro
(RAM)	8 GB	x	8GB RAM integrated into the processor
Storage	256GB	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	Intel 8265 ac 2x2 +BT 4.2 WW
Warranty	4 years	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

High End 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)	\$ 2,020.00		
Annual Cost per Unit (4 year lease)	\$ 534.90		
Manufacturer	HP		
Model Number	Zbook X2 G4		
Component	Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	x	HP IDS UMA I5-8250U ZBook x2 G4 BNBCP
Processor Speed	2.2 GHz	x	1.6 GHz
Operating System	Windows or Android	x	Windows 10 Pro
(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	Intel 8265 ac 2x2 +BT 4.2 WW
Warranty	4 years	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

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)	\$ 3,554.00		
Annual Cost per Unit (4 year lease)	\$ 964.24		
Manufacturer	Getac		
Model Number	8300GB Premium		
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	x	
(RAM)	8 GB	x	
Hard Drive	320 GB	x	512GB SSD
Screen Size	13.1 Inch	x	
Camera	Integrated	x	
Optical Drive	16X DVD RW	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; Keep Your Hard Drive	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

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)	\$ 1,229.00		
Annual Cost per Unit (4 year lease)	\$ 333.44		
Manufacturer	Getac		
Model Number	T800 Basic USA		
Component	Rugged Tablet Minimum Requirements		
Processor (CPU) Type	Quad-Core	x	
Processor Speed	1.5 GHz	x	2.16 GHz
Operating System	Android / Windows	x	
(RAM)	2 GB	x	4GB
Storage	16 GB	x	128GB SSD
Screen Size	7 Inch	x	8.1"
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	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

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)	\$ 589.00		
Annual Cost per Unit (4 year lease)	\$ 156.69		
Manufacturer	HP		
Model Number	600 G4 Desktop Mini		
Component	Non-Traditional Desktops Minimum Requirements		
Processor (CPU) Type	Intel Core i5	x	
Processor Speed	2.4 GHz	x	2.5 GHz
(RAM)	1 GB	x	4GB
Hard Drive	16GB	x	500 GB SATA
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	
DVI Ports	1	x	Not Included-External Dongle
Warranty	4 years	x	HP 4y NextBusDay Onsite/DMR DT Only SVC, HP 3yr PriorityManagement PC 1K+ seats SVC, Project Management

Lot 2 - Services - Options - Upgrades

Instructions for Offerors: Please provide your proposed cost for each of the following services or options. Under additional options, please provide any other options you feel the Commonwealth may benefit from. You should propose a cost for all services / options / upgrades, but these services / options / upgrades will be purchased at the Commonwealth's discretion. If you cannot provide a particular option / upgrade cost, please provide a detailed comment for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced at a cost per device.

Universal Options					
Services	Unit of Measure	Historical Annual Volume	Notes, if Any	Cost per Unit (Purchase)	Annual Cost Per Unit (4 year lease)
Installation	Per Machine	32	Delivery & Installation 1 each of the following: rugged mobile cpu (clamshell or convertible), docking station or port replicator, monitor (stand-alone), oem provided power / video cables, oem provided input devices. Configuration & Connection includes: reconnection of pre-existing peripherals (including surge suppression / UPS outlets, ViOP & LAN cables, ViOP phone, USB cables), CoPA provided installation instructions for necessary 1st time physical setup	\$ 86.90	\$ 23.90
Onsite Asset Tagging	Per Machine	60	Agency places order with equipment and on site image sku, HP delivers equipment to CoPA, Agency notifies RTI that equipment is on-site, RTI will schedule image installation within 5 days of call from agency	\$ 114.40	\$ 31.47
Offsite Asset Tagging	Per Machine	239	PreDeployment ISP Creation, Application & Correlation of CoPA defined asset data in text & barcode 128 form (maximum of 3 labels per system).	\$ 16.55	\$ 4.55
Onsite Image Deployment	Per Machine	35	Agency places order with equipment and on site image sku, HP delivers equipment to CoPA, Agency notifies RTI that equipment is on-site, RTI will schedule image installation within 5 days of call from agency	\$ 114.40	\$ 31.47
Offsite Image Deployment	Per Machine	142	Off-Site OS Load of CoPA provided OS image Image application & bios configuration tasks performed prior to any other installation service(s)	\$ 16.50	\$ 4.54
Bundle - Install, Image Deployment, Tag	Per Machine	105	Delivery & Installation 1 each of the following: desktop cpu (any form factor), monitor (stand-alone), oem provided power / video cables, oem provided input devices. Configuration & Connection includes: reconnection of pre-existing peripherals (including surge suppression / UPS outlets, ViOP & LAN cables, ViOP phone, USB cables), CoPA provided installation instructions for necessary 1st time physical setup.	\$ 108.90	\$ 29.95
Data Transfer	Per 10 GB	36	Single existing user's profile/data back-up and restore Includes: ISP & User coordination	\$ 44.00	\$ 12.10
Preparation for Shipment	Per Machine	129	Disconnection of 1 each of the following: desktop cpu (any form factor), monitor (stand-alone), oem provided power / video cables, oem provided input devices.	\$ 19.80	\$ 5.45
Hard Drive Removal	Per Machine	32	On-Site Disconnection, Removal & Correlation of any solid-state or spindle HDD(s), per system (notebook or desktop) HDDs remain on-site, in CoPA possession	\$ 4.40	\$ 1.21
On-Premise Disk Wipe	Per Machine	93	Technician attended, on-site, DoD 5220.22-M Data wipe of any solid-state or spindle HDD(s), per system (notebook or desktop) Includes: Success/Failure Reporting	\$ 37.40	\$ 10.29
Off-Premise Disk Wipe	Per Machine	21	Technician attended, off-site, DoD 5220.22-M Data wipe of any solid-state or spindle HDD(s), per system (notebook or desktop) Includes: Success/Failure Reporting	\$ 20.90	\$ 5.75
Relocation within 25 Miles	Per Machine	40	Disconnection, Transportation, & Reconnection of all of the following: desktop cpu (any form factor), oem provided power / video cables, oem provided input devices, VOIP phone / network cables, surge suppression / UPS outlets. Maximum of 2 monitors (stand-alone).	\$ 66.00	\$ 18.15
Relocation Outside 25 Miles	Per Machine	3	Disconnection, Transportation, & Reconnection of all of the following: desktop cpu (any form factor), oem provided power / video cables, oem provided input devices, VOIP phone / network cables, surge suppression / UPS outlets. Maximum of 2 monitors (stand-alone).	\$ 73.70	\$ 20.27
Device Return to DGS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)	Per Machine	32	Removal, Storage, & Transportation to DGS-Surplus of all of the following: desktop cpu (any form factor), oem provided power / video cables, oem provided input devices, VOIP phone / network cables, surge suppression / UPS outlets. Maximum of 2 monitors (stand-alone). ISP Storage length not to exceed 30 calendar days.	\$ 29.70	\$ 8.17
Total		1,000			
Options / Upgrades					
24" VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor		E242	211	\$ 55.49
24" Display Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor		VH24	153	\$ 40.24
23" LCD VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor		P240va, no height adj	135	\$ 35.51
23" LCD Display Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor		VH24	153	\$ 40.24
5th Year Warranty	Per year / per Machine			NA	
Accidental Damage Protection	Per year / per Machine			NA	
Cellular Data Enablement	Per Machine			NA	
Docking Station with Port Replicator	Per Unit		priced separately	Dock = \$95, Port Rep = \$71	\$ 44.17
Docking Station with port replicator and 24 inch monitor	Per Unit		priced separately	Dock = \$95, Port Rep = \$71, Monitor = \$135	\$ 80.08
128 SSD Upgrade	Per Machine		for 600 G2 DM	66	\$ 17.56
256 SSD Upgrade	Per Machine			108	\$ 28.73

HP Inc.
1501 Page Mill road
Palo Alto, CA 94304-1185
www.hp.com



LOT #1

July 11, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Dear Mr. Mehta:

Chris Lesko
Account Manager
610-914-6653
christopher.lesko@hp.com


This letter serves as confirmation of the intent of HP Inc. ("HP") 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 HP 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 19% of the total cost in HP'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 \$2,877,403.32 during the initial 3 year 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 HP 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.

<p>Sincerely,</p> <p>Deborah Kaiser Contract Administrator HP Inc. 281-927-8498</p>	<p>Acknowledged,</p>  <p>Kirit D. Mehta President Adept Consulting Services, Inc. 215-855-3610</p>
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SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL

Project: RFP Number 6100039046 Information Technology Hardware

Proposer Firm: HP Inc. (Lot1)

PROPOSER INFORMATION:

Is your firm a DGS-Verified Small Diverse Business? ___ Yes No (**MUST** 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)

Is your firm a DGS-Self-Certified Small Business? ___ Yes No (**MUST** 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 actual contract spend for the initial term of the contract for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

19 % nineteen Percent
(Figure) (Written)

Small Business Subcontracting percentage commitment:

_____ % _____ Percent
(Figure) (Written)

Listing SDB and SB Subcontractors

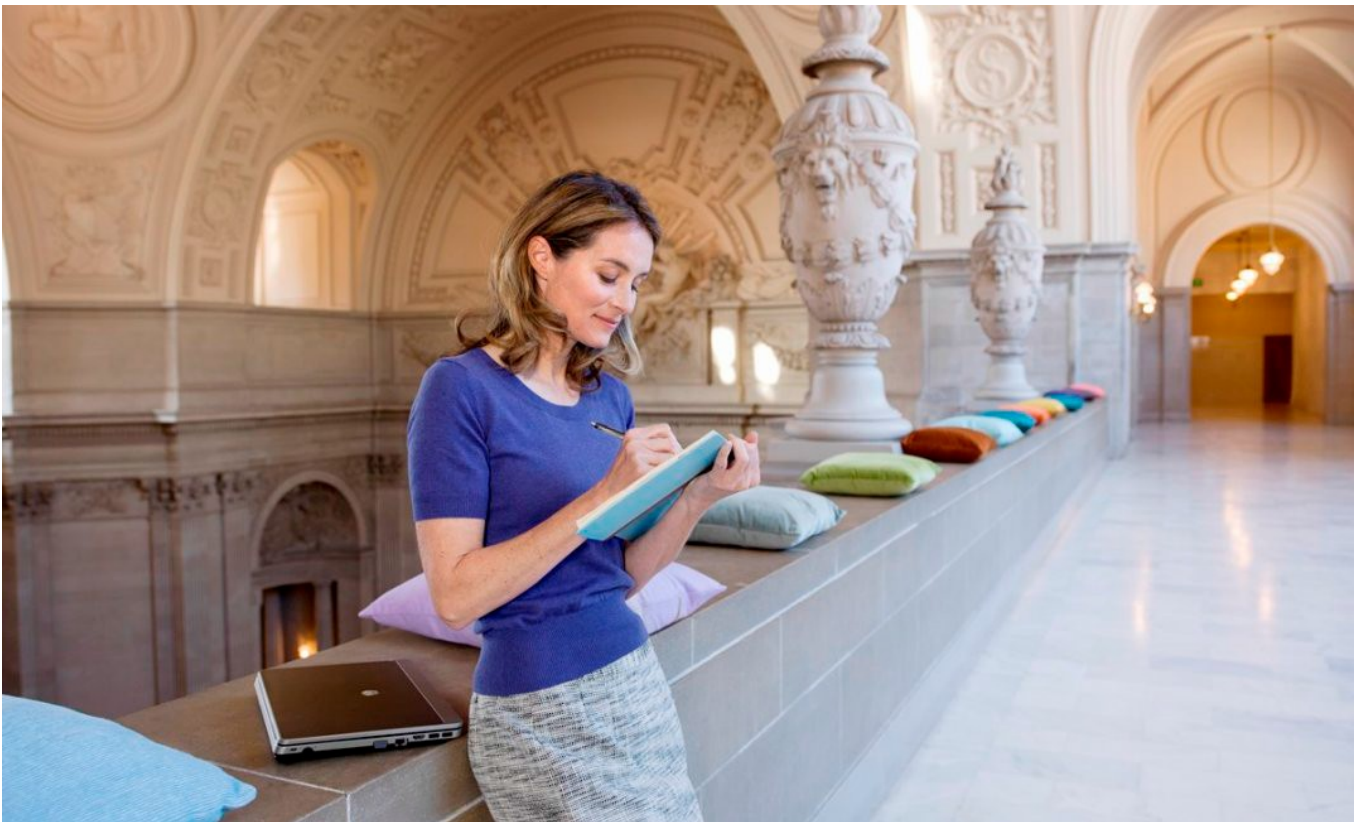
The proposer must list in the chart below potential SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB company name, designation of SDB or SB, SDB/SB Primary Contact Information, and the description service or supplies the SDB/SB will provide, percent 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 Service, Inc.	SDB	Mark Kirsch mkirsch@adeptuse.com 717-991-1135	Lot 1 – general Project Management, Project Staffing and technology deployment services	19%	\$2,877,403.32for initial three (3) year term	Yes

Response to Commonwealth of Pennsylvania for Information Technology Hardware from HP Inc.



February 16, 2017
Request for Proposal (RFP) 6100039046
SDB/SB Participation Submittal
Lot 2 – Tablets, Rugged Devices, and Non-Traditional Desktops



Important Notice

If HP's proposal is submitted in both electronic and hard copy formats and the contents differ, only the hard copy will constitute the valid HP proposal. If no hard copy is submitted and if the content differs between the PDF version and any other electronic format, only the PDF version will constitute the valid HP proposal.

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SDB Business Certificate	9



SDB Participation Form Lot 2 (Appendix Q)

Response:

The completed SDB Participation Form for Lot 2 follows on the next page.



SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL

Project: RFP Number 6100039046 Information Technology Hardware

Proposer Firm: HP Inc.

PROPOSER INFORMATION:

Is your firm a DGS-Verified Small Diverse Business? Yes No (**MUST** 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)

Is your firm a DGS-Self-Certified Small Business? Yes No (**MUST** 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 actual contract spend for the initial term of the contract for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

6 % six Percent
(Figure) (Written)

Small Business Subcontracting percentage commitment:

% Percent
(Figure) (Written)

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 Service, Inc.	SDB	Mark Kirsch mkirsch@adeptuse.com 717-991-1135	Lot 2 – general Project Management, Project Staffing and technology deployment services	6%	\$129,060.00 for initial three (3) year term	Yes

SDB Letter of Intent Lot 2 (Appendix G)

Response:

The SDB Letter of Intent for Lot 2 follows on the next page.



HP Inc.
1501 Page Mill road
Palo Alto, CA 94304-1185
www.hp.com



February 3, 2017

Mr. Kirit D. Mehta
President
Adept Consulting Services, Inc.
410 West Main Street, Suite 201
Lansdale, PA 19446

Reference: Commonwealth of Pennsylvania RFP# 6100039046 Information
Technology Hardware Lot 1 – Desktop, Laptops, and Ultra-Portable Laptops SDB
Letter of Intent

Dear Mr. Mehta:

This letter serves as confirmation of the intent of HP Inc. ("HP") 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 HP 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 14% of the total cost in HP'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 \$1,900,000.00 during the three (3) year 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 HP 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.

Deborah Kaiser
Contract Administrator

Tel.: 281.927.8498
Deborah.kaiser@hp.com

<p>Sincerely,</p>  <p>Deborah Kaiser Contract Administrator HP Inc. 281-927-8498</p>	<p>Acknowledged,</p>  <p>Kirit D. Mehta President Adept Consulting Services, Inc. 215-855-3610</p>
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SDB Business Certificate

Response:

Adept Consulting Services, Inc. SDB Business Certificate follows on the next page.



**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



**NOTICE OF SELECTION FOR CONTRACT NEGOTIATIONS
SELECTED OFFEROR**

September 28, 2017

Deborah Kaiser
HP, Inc.
1501 Page Mill Road
Palo Alto, California 94304-1126
deborah.kaiser@hp.com

RE: Department of General Services RFP #6100039046, Information Technology Hardware

Dear Ms. Kaiser:

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 HP, Inc. ("HP") has been selected for contract negotiations for Lot 1 – Desktops, Laptops and Ultra-Portable Laptops and Lot 2 – Tablets, Rugged Devices and Non-Traditional Desktops.

Therefore, HP is invited to meet at the location listed below with the Commonwealth for final negotiations and clarifications. Negotiations will take place on Friday October 6, 2017 from 09:00 AM to 11:00 AM. 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 HP, 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 Wednesday October 4, 2017.

HP should come prepared to discuss, provided any requested documentation and clarify the following areas, of the proposal:

1. **Punch-Out Site: Appendix H, Technical Submittal Response Template, Lot 1—** Desktops, Laptops and Ultra-Portable Laptops, Section 14, *Punch-out Site*.

Discuss details of site and the possible addition of Lot 2.

2. **Required Contract Services Plan: Appendix H, Technical Submittal Response Template**, Lot 1—Desktops, Laptops and Ultra-Portable Laptops, Section 20 and Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops, Section 19, *Required Contract Services Plan*.

Please clarify both Adept's and HP's roles in the plan. Please provide requested information by 3:00 PM Wednesday October 4, 2017.

3. **Information Technology Policies (ITP): Appendix H, Technical Submittal Response Template**, Lot 1—Desktops, Laptops and Ultra-Portable Laptops, Section 16 and Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops, Section 15, *Information Technology Policies (ITP)*.

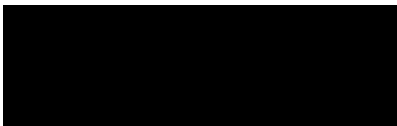
Discuss applicable ITPs. Please provide requested information by 3:00 PM Wednesday October 4, 2017.

4. **Self-Cleansing: Appendix H, Technical Submittal Response Template**, Lot 1—Desktops, Laptops and Ultra-Portable Laptops, Section 17 and Lot 2—Tablets, Rugged Devices and Non-Traditional Desktops, Section 16, *Self-Cleansing*.

Response addresses only defective media. No other disk wipe methods are explained. Please provided additional clarification by 3:00 PM Wednesday October 4, 2017.

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

10-2-17

Input for Notice of Selection – HP (Lots 1 & 2)

1. Punch-Out Site:

HP will commit to ensuring compliance of the punch out site to the requirements of the Commonwealth. HP would like to request that a Commonwealth representative be assigned to provide the specific requirements and continued support for this punch out so that HP can ensure compliance and meet the requirements of the user community for the length of the contract.

HP will also provide this punch out site for Lot 2, once requirements are documented and agreed upon.

2. Required Contract Services Plan:

Clarification of vendor roles.

HP's role in the project (Lots 1 & 2):

- Prime vendor responsible to the Commonwealth as the single point of contact.
- Contract Management
- Build, Ship and Deliver of all equipment identified in Lots 1 and 2
- Reports
- Monthly meeting with DGS
- Warranty Support

Adept's role in the project (Lots 1 & 2):

- SDB subcontractor partner to HP, at the direction of HP as the prime vendor
- Local PMO and project management support to HP and CoPA
- Statewide Technology warehousing, delivery, installation services
- Punch out site set up and ongoing maintenance and support
- Educational seminars
- Providing support for SLA

3. Information Technology Policies (ITP):

- HP will adhere to the compliance of any and all CoPA ITP's as per direct relevance to Lots 1 & 2.

4. Self-Cleansing:

- HP will follow the ITP's DOD Disk wipe standard to secure data. In addition, HP's Self Cleaning Solid State Drives exceeds the current DOD standard and meets NIST Pub 800-88

**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	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](#) 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 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:

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.

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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 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		
DVI 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		
Energy Star	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		
DVI 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		
Energy Star	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 Multi SATA 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		
DVI 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		
Energy Star	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, 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, 7200U (i3, i5, i7) or equal		
Operating System (OS)	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)		
Webcam	None		
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		
Slots	1 - 50/MMC Card Slot, 1 - Locking Cable Slot		
Smart Card Reader	FIPS 201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 1.2 (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, 7500U (i3, i5, i7) or equal		
Operating System (OS)	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)		
Webcam	None		
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		
Slots	1 - 50/MMC Card Slot, 1 - Locking Cable Slot		
Smart Card Reader	FIPS 201 Approved Transparent Reader		
Platform Integrity	Trusted Platform Module 1.2 (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	75		
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, 7200U		
Operating System (OS)	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	60		
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, 7200U		
Operating System (OS)	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
 Cost Proposal Response Template
 Lot 1: Desktop PC, Laptops, Ultra Portable Laptops, & Associated Services, Options, and Upgrades

Lot 1 - Services - Options - Upgrades

Instructions for Offerors: Please provide your proposed cost for each of the following services or options. Under additional options, please provide any other options you feel the Commonwealth may benefit from. You should propose a cost for all services / options / upgrades, but these services / options / upgrades will be purchased at the Commonwealth's discretion. If you cannot provide a particular option / upgrade cost, please provide a detailed comment for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced at a cost per device.

Universal Options	Service / Option	Unit / Measure	Historical Annual Volume	Notes, if Any	Cost per Unit (Purchase)	Total Service Cost
	Installation	Per Machine	501		\$	-
	Onsite Asset Tagging	Per Machine	911		\$	-
	Office Asset Tagging	Per Machine	3,721		\$	-
	Onsite Image Deployment	Per Machine	554		\$	-
	Office Image Deployment	Per Machine	2,254		\$	-
	Bundle - onsite Image Deployment, Tag	Per Machine	1,637		\$	-
	Data Transfer	Per 10 GB	554		\$	-
	Preparation for Shipment	Per Machine	2,054		\$	-
	Hard Drive Removal	Per Machine	505		\$	-
	On-Premise Disk Wipe	Per Machine	1,447		\$	-
	Off-Premise Disk Wipe	Per Machine	243		\$	-
	Relocation within 25 Miles	Per Machine	627		\$	-
	Relocation Outside 25 Miles	Per Machine	40		\$	-
	Device Return to DGS Surplus Warehouse (221 Terrier Street, Harrisburg, PA 17125)	Per Machine	505		\$	-
	Total		15,545			\$
	Hardware / Accessories					
	24" VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor				
	24" Display Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor				
	23" LCD VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor				
	23" LCD Display/Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor				
	Anti-theft device	Per year / per Machine				
	Accidental Damage Protection	Per year / per Machine				
	Cellular Data	Per Machine				
	Docking Station with Port Replicator	Per Unit				
	Docking Station with Port Replicator and 24 inch Monitor	Per Unit				
	1TB SSD Upgrade	Per Machine				
	256 SSD Upgrade	Per Machine				
	512 SSD Upgrade	Per Machine				
	1TB SSD Upgrade	Per Machine				
	M.2 256 GB SSD Upgrade	Per Machine				
	M.2 512 GB SSD Upgrade	Per Machine				
	M.2 1TB SSD Upgrade	Per Machine				
	i7 Processor Upgrade	Per Machine				
	RAM Upgrade - Additional 8 GB	Per Unit				
	RAM Upgrade - Additional 16 GB	Per Unit				
	Webcam	Per Machine				
	Touchscreen	Per Unit				
	USB Number Pad	Per Unit				
	Headset Per Training	Per Hour Rate				
	Additional Options					

Lot 1 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 1. Please provide lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Services / Options	Accessibility Needs	Description	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/6E 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
 Pricing Proposal Response Template
 Lot 2: Tablet PCs, Rugged Devices, Non-Traditional Desktops, and Associated Services, Options, and Upgrades

Lot 2 - Services - Options - Upgrades

Instructions for Offerors: Please provide your proposed cost for each of the following services or options. Under additional options, please provide any other options you feel the Commonwealth may benefit from. You should propose a cost for all services / options / upgrades, but these services / options / upgrades will be purchased at the Commonwealth's discretion. If you cannot provide a particular option / upgrade cost, please provide a detailed comment for your reasoning in the corresponding "Notes" section. Please note all services / options / upgrades should be priced at a cost per device.

Universal Options	Device / Volume	Historical Annual Volume	Notes, if Any	Cost per Unit (Purchase)	Total Service Cost
Installation	Per Machine	32		\$	\$
Onsite Asset Tagging	Per Machine	60		\$	\$
Offsite Asset Tagging	Per Machine	239		\$	\$
Onsite Image Deployment	Per Machine	35		\$	\$
Offsite Image Deployment	Per Machine	142		\$	\$
Bundle - Install, Image Deployment, Tag	Per Machine	105		\$	\$
Data Transfer	Per 10 GB	36		\$	\$
Preparation for Shipment	Per Machine	129		\$	\$
Hard Drive Removal	Per Machine	32		\$	\$
On-Premise Disk Wipe	Per Machine	93		\$	\$
Off-Premise Disk Wipe	Per Machine	21		\$	\$
Relocation within 25 Miles	Per Machine	40		\$	\$
Relocation Outside 25 Miles	Per Machine	3		\$	\$
Device Return to DCS Surplus Warehouse (2221 Forster Street, Harrisburg, PA 17125)	Per Machine	32		\$	\$
Total		1,000			\$
Options / Upgrades					
24" VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor				
24" Display Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor				
21" LCD VGA / HDMI Monitor, Height Adjustable with 4 year warranty	Per Monitor				
23" LCD Display Port (DP) Monitor, Height Adjustable with 4 year warranty	Per Monitor				
5th Year Warranty	Per year / per Machine				
Accidental Damage Protection	Per year / per Machine				
Cellular Data Enablement	Per Machine				
Docking Station with Port Replicator	Per Unit				
Docking Station with port replicator and 24 inch monitor	Per Unit				
128 SSD Upgrade	Per Machine				
256 SSD Upgrade	Per Machine				
512 SSD Upgrade	Per Machine				
1 TB SSD Upgrade	Per Machine				
M.2 256 GB SSD Upgrade	Per Machine				
M.2 512 GB SSD Upgrade	Per Machine				
M.2 1 TB SSD Upgrade	Per Machine				
i7 Processor Upgrade	Per Machine				
RAM Upgrade - Additional 4 GB	Per Unit				
RAM Upgrade - Additional 8 GB	Per Unit				
RAM Upgrade - Additional 16 GB	Per Unit				
BIOS Streaming	Per machine				
Touchscreen	Per Unit				
Mount Rate Per Trillion	Per Hour Rate				
Additional Options					

Lot 2 - Accessibility Needs

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to Lot 2. Please provide Lot-specific services and options available and the corresponding description and cost per service and / or option.

Accessibility Services / Options	Accessibility Needs	Description	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	
System 1 MPD	
System 2 MPD	
System 3 MPD	
System 4 MPD	
System 5 MPD	
System 6 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	\$ 502,651	0.00%
7	HP/HTO	\$ 451,471	0.00%
8	HP/UX	\$ 420,118	0.00%
9	HP/DCS TECHNOLOGIES	\$ 391,476	0.00%
10	HPV	\$ 423,301	0.00%
11	HP/OT	\$ 272,001	0.00%
12	HP/ALTECH SYSTEMS	\$ 220,171	0.00%
13	HP NETWORKS	\$ 200,801	0.00%
14	HP/CS/DSF	\$ 182,839	0.00%

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 multifunction 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 tone must be 45 seconds or less	Mandatory
30 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 2003 32-bit operating system	Mandatory
Windows 2008 32-bit operating system	Mandatory
Windows 2008 R2 32-bit operating system	Mandatory
Linux (Ubuntu compatible with 32-bit)	Mandatory
Linux (Ubuntu compatible with 64-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 Protocol (not direct T38/39 protocol)	Mandatory
Support of Auto-recovery	Mandatory
Cloud Connectivity	Mandatory
Print Quality	
Prints 600 dpi Minimum from Quality Menu	Mandatory
Prints 600 dpi Maximum from Quality Menu	Mandatory
Prints 600 dpi from Standard	Mandatory
Color Resolution (Color Range 25-40%)	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

Commonwealth of Pennsylvania
 IT Hardware RFP
 Cost Proposal Response Template
 Lot 3: General IT Peripherals & Small MFDs

Instructions for Offerors: Please propose MFD models that match the specifications from the chart above and the model specific minimum specifications below. In addition, please fill in the actual specifications for each model and include the proposed cost per unit. Please note the cost proposed below should be inclusive of your markup and represent the total per unit cost for each MFD.

Model Details	Segment 1 (Standard B&W)	Specifications of Proposed Model	Segment 2 (Fast B&W)	Specifications of Proposed Model	Segment 3 (Standard Color)	Specifications of Proposed Model	Segment 4 (Fast Color)	Specifications of Proposed Model
Model Name								
Manufacturer Model Number								
Color per 100 Pages	20		30		15		25	
Monthly Annual Volume	0		0		0		0	
Volume, Capacity, and Speed (Minimum Requirements)								
Pages Printed per Month Minimum (including copied if available)	1,000-1,000		3,000-12,000		1,000-1,000		1,000-12,000	
Color Capacity					Mandatory		Mandatory	
Resolution (you must use effective method for black and white or color)					Mandatory		Mandatory	
Copy Capacity					Mandatory		Mandatory	
Minimum Black and White Print Speed Page Per Minute (PPM)	15 PPM		25 PPM					
Minimum Color Print Speed Page Per Minute (PPM)					15 PPM		25 PPM	
Minimum Copy Speed Page Per Minute (PPM)	15 PPM		25 PPM		15 PPM		25 PPM	
Media, Toner, Trays, and Dues (Minimum Requirements)								
Minimum Sheet Size or Sheets Standard	1		2		1		2	
Minimum Sheet Capacity	100 sheets		100 sheets		100 sheets		100 sheets	
Print Quality								
ANSI Minimum Resolution								
ISO 24090 Min. Minimum True Density Color					Mandatory		Mandatory	
ISO 24090 Min. Minimum Gray Density Color					Mandatory		Mandatory	

Lot 3 - Accessibility Needs

Instructions for Respondents: Please describe the accessibility options you have available that are available in lot 3. Please provide lot specific version and pricing available and the corresponding description and cost per unit and / or price.

Accessibility Options / Devices	Description	Cost

Commonwealth of Pennsylvania
17 November 2015
Cost Proposal Response Template
Lot 4 - Apple Devices - Apple Notebooks, Laptops, iPads, and Associated Services, Options, & Accessories

Lot 4 - Apple Laptops

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its desired Apple laptop configurations below. Please provide a proposal cost for each configuration and listing. Please indicate if the product proposed matches the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specifications in the Actual Item Column.

Table with 5 columns: Product/Service, Actual Item Description, Minimum Specification, Proposed Specification, and Actual Item Description. Includes rows for MacBook Pro 13-inch and MacBook Pro 15-inch.

Table with 5 columns: Product/Service, Actual Item Description, Minimum Specification, Proposed Specification, and Actual Item Description. Includes rows for MacBook Air 11-inch and MacBook Air 13-inch.

Table with 5 columns: Product/Service, Actual Item Description, Minimum Specification, Proposed Specification, and Actual Item Description. Includes rows for MacBook Air 13-inch with Retina Display and MacBook Pro 13-inch with Retina Display.

Lot 4 - Apple iPads

Instructions for Offerors: The Commonwealth of Pennsylvania has outlined its desired Apple iPad configurations below. Please provide a proposal cost for each configuration and listing. Please indicate if the product proposed matches the specifications provided by marking an "X" in the indicated column. If the product proposed exceeds the minimum specifications, please list the actual specifications in the Actual Item Column.

Table with 5 columns: Product/Service, Actual Item Description, Minimum Specification, Proposed Specification, and Actual Item Description. Includes rows for iPad Air 2, iPad Air, iPad mini 2, and iPad mini.

Table with 5 columns: Product/Service, Actual Item Description, Minimum Specification, Proposed Specification, and Actual Item Description. Includes rows for iPad Air 2, iPad Air, iPad mini 2, and iPad mini.

Table with 5 columns: Product/Service, Actual Item Description, Minimum Specification, Proposed Specification, and Actual Item Description. Includes rows for iPad Air 2, iPad Air, iPad mini 2, and iPad mini.

Table with 5 columns: Product/Service, Actual Item Description, Minimum Specification, Proposed Specification, and Actual Item Description. Includes rows for iPad Air 2, iPad Air, iPad mini 2, and iPad mini.

Lot 6 - Storage - Allowance Configuration

Item	Description	Quantity	Unit Price	Total Price
...

Item	Description	Quantity	Unit Price	Total Price
...

Item	Description	Quantity	Unit Price	Total Price
...

Lot 6 - Services - Options - Upgrades

Item	Description	Quantity	Unit Price	Total Price
...

Lot 6 - Accessibility Needs

Item	Description	Quantity	Unit Price	Total Price
...

Lot 6 - Consumption Based Pricing

Item	Description	Quantity	Unit Price	Total Price
...

**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%	<p>Response Times (RT) = Total Number of responses to inquiries that are <= 4 Business hours by</p> <p>Total Inquiries (TI) = Total Number of Inquiries</p> <p>CIRT = (RT/TI)*100</p>	<ol style="list-style-type: none"> 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%	<p>Quote Errors (QE) = Total Number of Quotes resubmitted or modified due to errors</p> <p>Total Quotes (TQ) = Total Number of Quotes</p> <p>QAC = ((TQ - QE)/TQ)*100</p>	<ol style="list-style-type: none"> 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%	<p>On-Time Catalog Item Quote Delivery (CIQD_{OT}) = Total Number of quotes with contractor catalog items that are delivered <= 2 Business day</p> <p>Total Catalog Item Quotes (TCIQ) = Total Number of quotes that consist of contractor catalog items</p> <p>QDCI = (CIQD_{OT}/TCIQ)*100</p>	<ol style="list-style-type: none"> 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%	<p>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</p> <p>Total Orders Processed (TOP) = Total Number of orders processed</p>	<ol style="list-style-type: none"> 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"> 1. Total number of orders processed within the reporting period 2. Total number of invoices that were provided to the customer on or within sixty (60) days after order date during the reporting period 3. Total number of invoices that were not provided to the customer on or within sixty (60) days after order date during the reporting period 4. 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"> 1. 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 2. 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"> 1. 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 2. 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
-------	------------------------------------	--	----	---	---	---	-----	-----

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 Improvement Program

Schedule Information	
Start Date:	12/1/2010
End Date:	12/31/2010
Construction Method Information	
Construction Method:	
Construction Method Code:	
Construction Method Description:	

Line Item	Amount	Page 1	Match Percentage	Source
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
11				
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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).

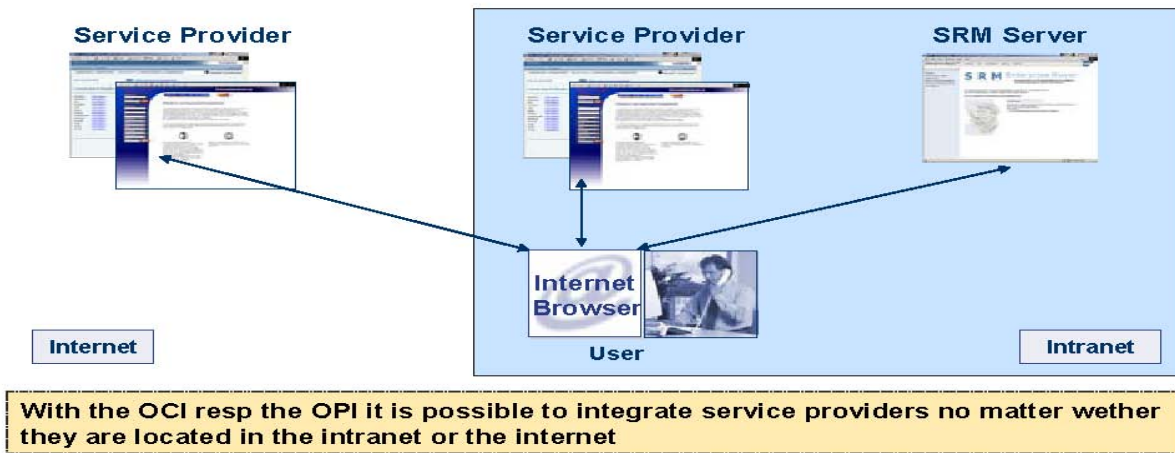
Structure

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

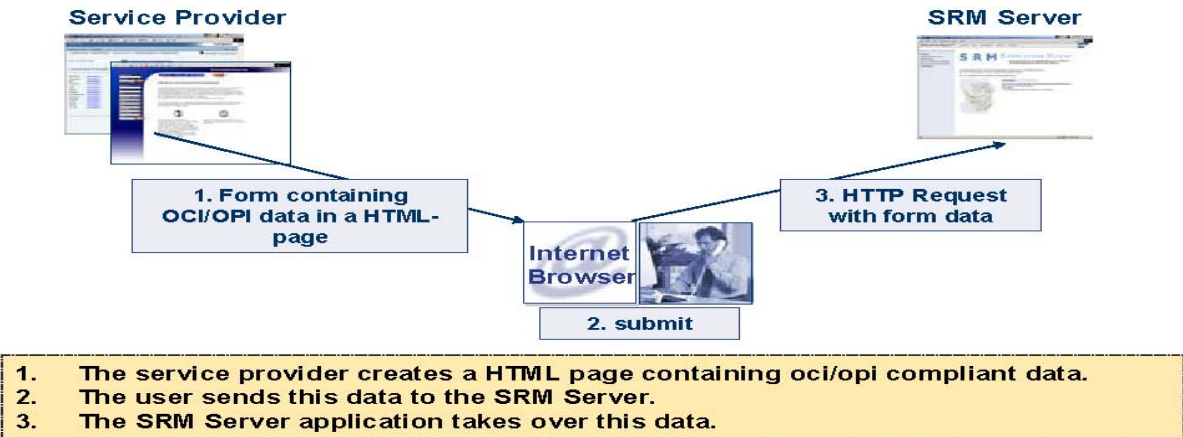
Connectivity

- ✓ 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		\$ -

Commonwealth of Pennsylvania
IT Equipment RFP
Pricing Proposal Response Template
Lots 1-7: Tablets, Smartphones, Non-Traditional Desktops, and Associated Services & Services

Please note this section is automatically generated based on an initial estimate for this lot. Please do not edit this section.

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
Tablets				
Smartphones				
Non-Traditional Desktops				
Services				
Options				
Monitors				
Accessories				
Other				
Total				

Instructions for Offerors: The Commonwealth of Pennsylvania has selected its standard Tablet, Smartphone, and Non-Traditional Desktop configurations. Please provide a cost for both purchase and leasing for each standard configuration item below. Please indicate if the product proposal meets the specifications by marking an "X" in the indicated column. If the product proposal meets the minimum specifications, please list the actual specifications in the adjacent column.

Offeror Name: _____

Lot 2 - Tablets

Instructions for Offerors: The Commonwealth of Pennsylvania has selected its standard tablet configurations. Please provide a cost for both purchase and leasing. Please indicate if the product proposal meets the specifications by marking an "X" in the indicated column. If the product proposal meets the minimum specifications, please list the actual specifications in the adjacent column.

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
Tablets				
Smartphones				
Non-Traditional Desktops				
Services				
Options				
Monitors				
Accessories				
Other				
Total				

Lot 2 - Rugged Devices

Instructions for Offerors: The Commonwealth of Pennsylvania has selected its standard rugged device configurations. Please provide a cost for both purchase and leasing. Please indicate if the product proposal meets the specifications by marking an "X" in the indicated column. If the product proposal meets the minimum specifications, please list the actual specifications in the adjacent column.

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
Rugged Tablets				
Rugged Smartphones				
Rugged Non-Traditional Desktops				
Rugged Services				
Rugged Options				
Rugged Monitors				
Rugged Accessories				
Rugged Other				
Total				

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
Rugged Tablets				
Rugged Smartphones				
Rugged Non-Traditional Desktops				
Rugged Services				
Rugged Options				
Rugged Monitors				
Rugged Accessories				
Rugged Other				
Total				

Lot 2 - Non-Traditional Desktops

Instructions for Offerors: The Commonwealth of Pennsylvania has selected its standard non-traditional desktop configurations. Please provide a cost for both purchase and leasing. Please indicate if the product proposal meets the specifications by marking an "X" in the indicated column. If the product proposal meets the minimum specifications, please list the actual specifications in the adjacent column.

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
Non-Traditional Desktops				
Services				
Options				
Monitors				
Accessories				
Other				
Total				

Lot 2 - Services - Options - Monitors

Instructions for Offerors: Please describe the accessibility options you have available that are applicable to L.1. Please provide complete details on all options available and the corresponding description and cost per device and/or option.

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
Services				
Options				
Monitors				
Accessories				
Other				
Total				

Lot 2 - Accessibility Needs

Device	Quantity	Purchase Cost	Lease Cost	Total Cost
Accessibility Services				
Accessibility Options				
Accessibility Monitors				
Accessibility Accessories				
Accessibility Other				
Total				

Government of Minnesota
 Office of Information Technology
 600 North Portland Avenue
 St. Paul, MN 55155-2510

Item	Quantity	Unit Price	Total Price	Other

Lot 4 - Apple Desktops

Item	Quantity	Unit Price	Total Price	Other

Lot 4 - Apple Laptops

Item	Quantity	Unit Price	Total Price	Other

Lot 4 - Apple iPads

Item	Quantity	Unit Price	Total Price	Other

Lot 4 - Services - Options - Monitors

Item	Quantity	Unit Price	Total Price	Other

Lot 4 - Accessibility Needs

Item	Quantity	Unit Price	Total Price	Other

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%).

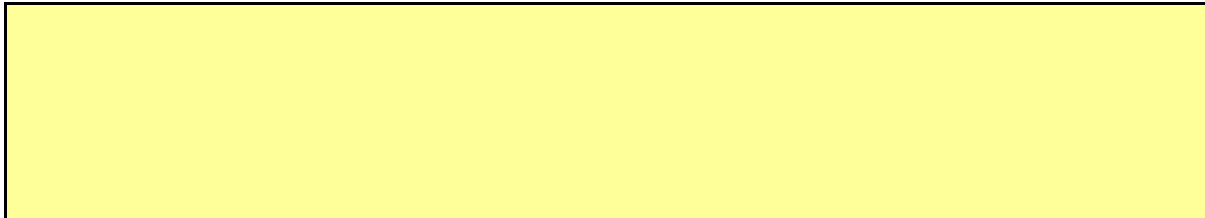
Customer Name	2015 Revenue from Customer (\$)	% of Revenue derived from Customer

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:

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 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 =

$$200 (\text{SDB}\% + (1/3 * \text{SB } \%))$$

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 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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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:

<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 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 DeBrauwert	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 Pugh	Via
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	CSI
FRANK POTTEN	integrated
Wend Tobias	Lenovo
Brad Filipovic	ePlus
Amy Wilder	Micro Strategies
Grady 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
Ryut Amon	PPSU
Arch Powell	SHI
Mike Smith	SHI



Dave Pruyn
Account Executive

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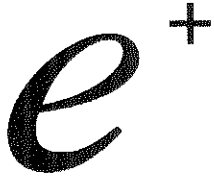
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Dwayne M. Dahl
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2330 VARTAN WAY - SUITE 185 HARRISBURG, PA 17110



David Rizzo

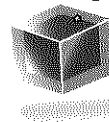
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Chad Firestone

Territory Account Manager
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Tim Wilkinson

Director, Business Development

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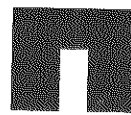
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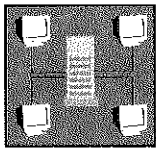
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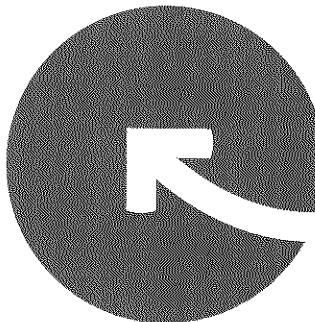


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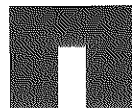


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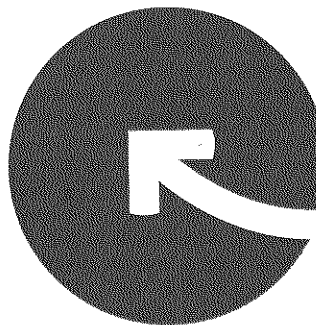
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Deb Pierson
President

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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 • 100% SDB Score = $200(1 + (1/3 \times 0))$	200 points
<u>Proposer 2:</u> SB Prime, with SDB Commitment • 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 • 15% SDB Commitment; 10% SB Commitment • 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 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.

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

- (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.

- (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.

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		\$ -

Government of Newfoundland
Procurement # 2025-01010
Unit # 2025-01010-001

Item Description

Item ID	Item Description	Quantity	Unit	Price

Lot 4 - Apple Desktops

Item ID	Description	Quantity	Unit	Price	Option 1	Option 2

Lot 4 - Apple Laptops

Item ID	Description	Quantity	Unit	Price	Option 1	Option 2

Lot 4 - Apple iPads

Item ID	Description	Quantity	Unit	Price	Option 1	Option 2

Lot 4 - Services - Options - Upgrades

Item ID	Description	Quantity	Unit	Price

Lot 4 - Accessibility Needs

Item ID	Description	Quantity	Unit	Price

Item	Description	Quantity	Unit	Price

Lot 6 - Storage - Best Value Configurations

Item	Description	Quantity	Unit	Price
6.1	1000TB 24x7 Support		Year	
6.2	1000TB 24x7 Support		Year	
6.3	1000TB 24x7 Support		Year	
6.4	1000TB 24x7 Support		Year	
6.5	1000TB 24x7 Support		Year	
6.6	1000TB 24x7 Support		Year	
6.7	1000TB 24x7 Support		Year	
6.8	1000TB 24x7 Support		Year	

Lot 6 - Storage - Non Best Value Configurations

Item	Description	Quantity	Unit	Price
6.9	1000TB 24x7 Support		Year	
6.10	1000TB 24x7 Support		Year	
6.11	1000TB 24x7 Support		Year	
6.12	1000TB 24x7 Support		Year	
6.13	1000TB 24x7 Support		Year	
6.14	1000TB 24x7 Support		Year	
6.15	1000TB 24x7 Support		Year	
6.16	1000TB 24x7 Support		Year	
6.17	1000TB 24x7 Support		Year	
6.18	1000TB 24x7 Support		Year	

Lot 6 - Services - Other - Success

Item	Description	Quantity	Unit	Price
6.19	1000TB 24x7 Support		Year	
6.20	1000TB 24x7 Support		Year	
6.21	1000TB 24x7 Support		Year	
6.22	1000TB 24x7 Support		Year	
6.23	1000TB 24x7 Support		Year	
6.24	1000TB 24x7 Support		Year	
6.25	1000TB 24x7 Support		Year	
6.26	1000TB 24x7 Support		Year	
6.27	1000TB 24x7 Support		Year	
6.28	1000TB 24x7 Support		Year	

Lot 6 - Accessibility Needs

Item	Description	Quantity	Unit	Price
6.29	1000TB 24x7 Support		Year	
6.30	1000TB 24x7 Support		Year	
6.31	1000TB 24x7 Support		Year	

Lot 6 - Consumption Based Pricing

Item	Description	Quantity	Unit	Price
6.32	1000TB 24x7 Support		Year	
6.33	1000TB 24x7 Support		Year	
6.34	1000TB 24x7 Support		Year	
6.35	1000TB 24x7 Support		Year	
6.36	1000TB 24x7 Support		Year	
6.37	1000TB 24x7 Support		Year	

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).

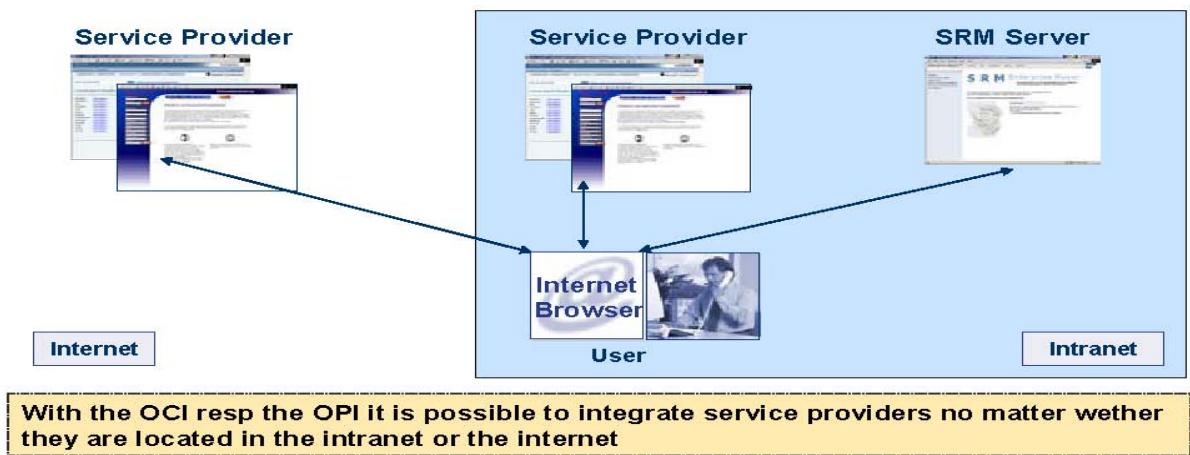
Structure

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

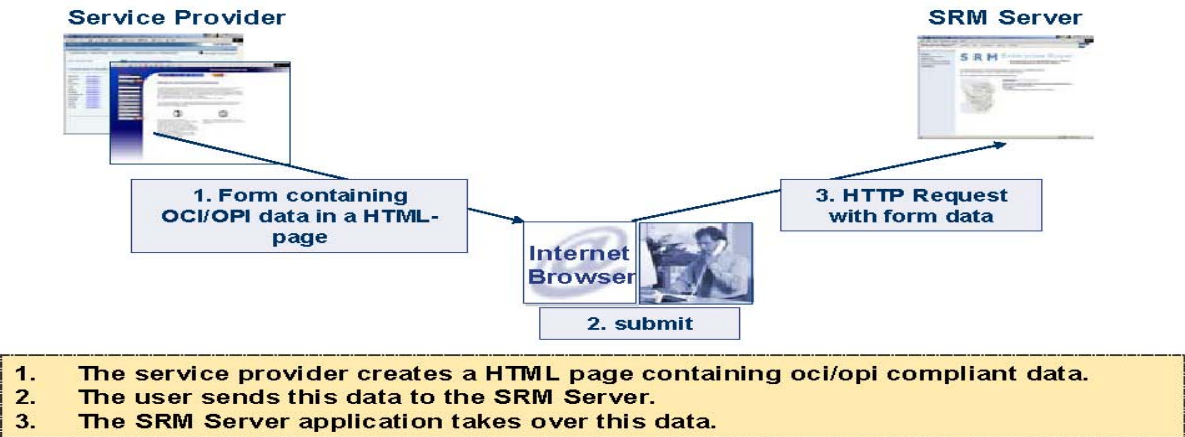
Connectivity

- ✓ 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:

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.

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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#	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.

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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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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?	<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 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?	<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 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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#	RFP Page Number	RFP Section Reference	Question	Answer
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> <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) 	<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 6100039046
Information Technology Hardware

#	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.

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#	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>

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#	RFP Page Number	RFP Section Reference	Question	Answer
323	Lot 6 Configuration s	Appendix C Cost Submittal s	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 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.	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.
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 .

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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 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.

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#	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 as 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>

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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 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

APPENDIX H, TECHNICAL SUBMITTAL RESPONSE TEMPLATE

APPENDIX I, LOBBYING CERTIFICATION FORM

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APPENDIX N, TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

APPENDIX O, QUESTION SUBMITTAL TEMPLATE

APPENDIX P, RFP INTENT TO RESPOND FORM

APPENDIX Q, SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

APPENDIX R, MODEL FORM OF SMALL DIVERSE BUSINESS AND SMALL BUSINESS SUBCONTRACT AGREEMENT

APPENDIX S, LEASE ACCEPTANCE CERTIFICATE

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:

<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.

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		\$ -

Item	Value

Lot 5 - Servers - Full Value Configurations

Item	Description	Quantity	Unit	Value

Item	Description	Quantity	Unit	Value

Item	Description	Quantity	Unit	Value

Item	Description	Quantity	Unit	Value

Lot 5 - Servers - Non Best Value Configurations

Item	Description	Quantity	Unit	Value

Item	Description	Quantity	Unit	Value

Item	Description	Quantity	Unit	Value

Lot 5 - Services - Options - Usage Rates

Item	Description	Quantity	Unit	Value

Lot 5 - Accessibility Needs

Item	Description	Quantity	Unit	Value

Lot 5 - Consumption Based Pricing

Item	Description	Quantity	Unit	Value

Item	Description

Lot 6 - Storage - Best Value Configurations

Item	Description	Quantity	Unit Price	Total Price

Item	Description	Quantity	Unit Price	Total Price

Item	Description	Quantity	Unit Price	Total Price

Lot 6 - Storage - Non Best Value Configurations

Item	Description	Quantity	Unit Price	Total Price

Item	Description	Quantity	Unit Price	Total Price

Item	Description	Quantity	Unit Price	Total Price

Lot 6 - Services - Options - Upgrades

Item	Description	Quantity	Unit Price	Total Price

Lot 6 - Accessibility Needs

Item	Description	Quantity	Unit Price	Total Price

Lot 6 - Consumption Based Pricing

Item	Description	Quantity	Unit Price	Total Price

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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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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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?	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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				<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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			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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#	RFP Page Number	RFP Section Reference	Question	Answer
				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 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.
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?	<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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			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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#	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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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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#	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 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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#	RFP Page Number	RFP Section Reference	Question	Answer
				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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			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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#	RFP Page Number	RFP Section Reference	Question	Answer
				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		\$ -

Item	Description	Unit	Quantity	Unit Price	Total Price

Lot 5 - Servers & PC/Laptop Configurations

Item	Description	Unit	Quantity	Unit Price	Total Price

Lot 5 - Servers - Non Best Value Configurations

Item	Description	Unit	Quantity	Unit Price	Total Price

Lot 5 - Servers - Options - Upgrade/ies

Item	Description	Unit	Quantity	Unit Price	Total Price

Lot 5 - Accessibility Needs

Item	Description	Unit	Quantity	Unit Price	Total Price

Lot 5 - Consumption Based Pricing

Item	Description	Unit	Quantity	Unit Price	Total Price

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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 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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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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				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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			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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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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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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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?	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
			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?	<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	<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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#	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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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 Configurations	Appendix C Cost Submittals	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 Submittals	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 Submittals	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 Submittals	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 Submittals	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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#	RFP Page Number	RFP Section Reference	Question	Answer
				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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#	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>	<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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#	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.</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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#	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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APPENDIX L, SERVICE MANAGEMENT INTEGRATION REQUIREMENTS

APPENDIX M, STATEMENT OF WORK TEMPLATE

APPENDIX N, TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

APPENDIX O, QUESTION SUBMITTAL TEMPLATE

APPENDIX P, RFP INTENT TO RESPOND FORM

APPENDIX Q, SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

APPENDIX R, MODEL FORM OF SMALL DIVERSE BUSINESS AND SMALL BUSINESS SUBCONTRACT AGREEMENT

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	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—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.

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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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#	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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#	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 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?	<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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#	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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			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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#	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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#	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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				<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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#	RFP Page Number	RFP Section Reference	Question	Answer
	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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#	RFP Page Number	RFP Section Reference	Question	Answer
				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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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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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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#	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

Questions & Answers (Revised 2/07/2017)
RFP 6100039046
Information Technology Hardware

#	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	Description	Quantity	Unit

Lot 3 - General IT Peripherals

Marked by Manufacturer

Item	Description	Quantity	Unit

Item	Description	Quantity	Unit

Marked by

Item	Description	Quantity	Unit

Lot 3 - Small MPDs

Item	Description	Quantity	Unit

Item	Description	Quantity	Unit

Lot 3 - Accessibility Needs

Item	Description	Quantity	Unit

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		\$ -

Item	Quantity

Lot 3 - General IT Peripherals

Works by Manufacturer

Manufacturer	Quantity

Item	Quantity	Unit Price	Total Price

Material Break

Item	Quantity	Unit Price	Total Price	Material	Quantity	Unit Price	Total Price

Lot 3 - Small MPDs

Item	Quantity	Unit Price	Total Price

Item	Quantity	Unit Price	Total Price	Material	Quantity	Unit Price	Total Price

Lot 3 - Accessibility Needs

Item	Quantity	Unit Price	Total Price

**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 I, LOBBYING CERTIFICATION FORM

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APPENDIX L, SERVICE MANAGEMENT INTEGRATION REQUIREMENTS

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APPENDIX N, TRADE SECRET/CONFIDENTIAL PROPRIETARY INFORMATION NOTICE

APPENDIX O, QUESTION SUBMITTAL TEMPLATE

APPENDIX P, RFP INTENT TO RESPOND FORM

APPENDIX Q, SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

APPENDIX R, MODEL FORM OF SMALL DIVERSE BUSINESS AND SMALL BUSINESS SUBCONTRACT AGREEMENT

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:

<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>
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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)

RFP 6100039046

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 reimagine 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.

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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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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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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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			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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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?	<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>
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?	<p>The agency will provide access to the data transfer application, if applicable.</p>
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	<p>The agency, in cooperation with the Contractor, will verify the functionality and condition of the equipment.</p>

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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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#	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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#	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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				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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				<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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			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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#	RFP Page Number	RFP Section Reference	Question	Answer
				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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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.

Questions & Answers (Revised 2/07/2017)

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Information Technology Hardware

#	RFP Page Number	RFP Section Reference	Question	Answer
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